SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • FAX (213) 620-0636

MEMBERS OF THE BOARD

GLORIA MOLINA

YVONNE B. BURKE

ZEV YAROSLAVSKY

DON KNABE

MICHAEL D. ANTONOVICH

June 12, 2007

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

Dear Supervisors:

HEARING OFFICER AND ARBITRATOR SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTE)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute new agreements with 80 qualified individuals to provide services as arbitrators, labor mediators, fact-finders and/or hearing officers for the Civil Service Commission and the Employee Relations Commission at a per diem rate of $900.00, and as mediators for the Office of Affirmative Action Compliance at a per diem rate of $650.00; effective August 1, 2007.

2. Approve such agreements for a period of three years and delegate to the Executive Officer authority to approve three one-year renewal options at the Board-approved rate of $900.00 per diem for arbitrators, labor mediators, fact-finders, and hearing officers for the Employee Relations Commission and the Civil Service Commission; and at the Board-approved rate of $650 per diem for mediators for the Office of Affirmative Action Compliance.

3. Delegate to the Executive Officer authority to provide agreements using the same terms and conditions to additional individuals who qualify as arbitrators, mediators, fact-finders, and/or hearing officers as recommended by the Executive Director of the Employee Relations Commission, the Executive Director of the Civil Service Commission, and/or the Affirmative Action Compliance Officer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current agreements will expire July 31, 2007. In order to continue providing arbitration, mediation, fact-finding, and hearing officer services, it is necessary to approve contracts with 80 arbitrators, mediators, fact finders and/or hearing officers for the Employee Relations Commission, the Civil Service Commission and/or the Office of Affirmative Action Compliance. A list of these qualified individuals is attached. In addition this action will provide the Executive Officer delegated authority to approve three one-year renewal options at the Board-approved rate of $900.00 per diem for arbitrators, labor mediators, fact-finders, and hearing officers for the Employee Relations Commission and the Civil Service Commission; and at a Board-approved rate of $650 per diem for mediators for the Office of Affirmative Action Compliance. In addition, the new agreement allows hearing officers to be reimbursed for pre-hearing conferences when such conference is mandated by the Civil Service Commission as well as pays for additional time for the hearing offices to prepare their reports based on the duration of the hearing. It will also provide the Executive Officer delegated authority to add qualified individuals to the list of arbitrators, labor mediators, fact-finders, and/or hearing officers as recommended by the Executive Director of the Employee Relations Commission, the Executive Director of the Civil Service Commission, or the Affirmative Action Compliance Officer.

The recommended increase in the per diem rate from $650 to $900 is based on the Employee Relation Commission and the Civil Service Commission's inability to attract and retain highly qualified individuals. An analysis by the CAO identified that other local jurisdictions are paying a minimum of $900.00 per diem.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide workforce excellence (Goal 2) and organizational effectiveness (Goal 3). This recommended agreement will promote workforce excellence and organizational effectiveness through the prompt resolution of personnel and employee relations matters, resulting in uninterrupted services to the employees and improved relationships between the County and its employees.

FISCAL IMPACT/FINANCING

The proposed increase in the per diem rate from $650.00 to $900.00 will result in an estimated annual increase of approximately $200,000 from approximately $500,000 to $700,000 per year. These costs are paid by County Departments using arbitration, mediation, fact-finding and/ or hearing office services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Code Section 5.04.160(F) provides for the establishment and maintenance of an adequate list of impartial labor arbitrators, fact-finders, and mediators, by the Employee Relation Commission

The Civil Service Commission is authorized to assign matters for hearing by hearing officer pursuant to Article IX, Section 34, of the County Charter and Rule 4 of the Civil Service Rules.

Provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance to establish and maintain an adequate listing of mediators.

CONTRACTING PROCESS

The copy of a single agreement covering all areas of service of arbitrators, mediators, fact-finders, or hearing officers is attached.

The Director of the Employee Relations Commission, the Director of the Civil Service Commission, and the Affirmative Action Compliance Officer determined the minimum qualifications for arbitrators, fact-finders, mediators and hearing officers. A bulletin listing these minimum qualifications was sent to individuals and various organizations on approximately February 1, 2007. A list of 80 individuals who met these qualifications was created.

The agreement requires the arbitrators, mediators, fact-finders and hearing officers, as independent contractors, to indemnify the County for liability arising from their acts and omissions. Most of these individuals have declined to carry liability insurance, citing the limited compensation they will receive for these "as-needed" services, and that the City of Los Angeles does not require them to maintain such coverage. We believe the contracted service should pose minimal risk to the County as the findings of hearing officers are reviewed by the Employee Relations Commission or the Civil Commission and County staff. This potential risk is outweighed by the County's critical need to attract and retain qualified individuals. We have reviewed this matter with County Counsel and CAO Risk Management and, on this basis they concur with removing the requirement of the County's standard insurance.

It is recommended that the Board approve the attached Agreement similar in form for 80 arbitrators, mediators, fact-finders and hearing officers.

IMPACT ON CURRENT SERVICES

Approval of the agreement will ensure continued uninterrupted services, assist in reducing scheduling time for hearings, arbitrations, and mediations; and attract more experienced neutrals to hear such cases, thereby enhancing the settlement of employee relations cases.

Respectfully submitted,

Sachi A. Hamai
Executive Officer

SAH:JS

Attachment

c: Chief Administrative Officer
County Counsel

ARBITRATORS, MEDIATORS, FACT-FINDERS, HEARING OFFICERS

Sara Adler
Richard C. Anthony
Irene P. Ayala
Carla Barboza
Lynne Bassis
Robert Basso
David P. Beauvais
Robert R. Bergeson
Stephen M. Biersmith
Linda B. Bulmash
Roland H. Bunton
Christopher D. Burdick
Martin Burke
Mark Burstein
Ernest L. Burnside
Christopher Ruiz Cameron
Paul R. Causey
Bruce T. Cooper
Paul E. Crost
Walter F. Daugherty
Joseph W. Duffy
Sandra Dyson
Michael S. Eagleson
Jerry Ellner
Trudi C. Ferguson
Edna E. J. Francis
Andrew Friedman
Gail Frommer
Susan L. Gallick
Jennifer B. Gardner
Joseph F. Gentile
Ernest S. Gould
Joseph E. Grabuskie
Isabelle Gunning
Judy A. Gust
Elwood B. Hain, Jr.
Jeffrey E. Hauptman
Arthur Hernandez
Fredric R. Horowitz
Steven L. Houston
Godfrey Issac
Barbara Y. Johnson

Eric L. Jones
Shelley Kaufman
Thomas S. Kerrigan
Jill Klein
Robert Klepa
Linda S. Klibanow
Richard D. Klinger
George E. Larney
Philip R. LeVine
Joan C. Manley
Anthony Miller
Barbara E. Miller
Michael H. Miller
Arturo Morales
Walter R. Norwood
Angela E. Oh
Ralph Perez
Charles J. Post
Michael Prihar
Jacqueline Reese
Angela J. Reddock
Samuel D. Reyes
Lionel Richman
Tom Salata
Daniel Saling
Jan Frankel Schau
Myra Schegloff
Angela D. Shaw
Herb Steinberg
Robert D. Steinberg
Jan Stiglitz
Belinda D. Stith
Philip Tamoush
Terri A. Tucker
Carol A. Vendrillo
Mary L. Williams
Richard C. Wulliger
Louis M. Zigman

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Sara Adler

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76220

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Sara Adler
Name

Title

76220

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25 103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Richard Anthony

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76221

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Bearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76221

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Richard Wulliger

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76284

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

CONSULTANT—HEARING OFFICER
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76284

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Carol Vendrillo

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76283

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Carol A. Vendetta
Name

Mediator / Arbitrator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76283

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Philip Tamoush

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76282

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Philip Tamoush

Name

Hearing Officer

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76282

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Belinda Stith

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762281

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Belinda D. Stith
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 81

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jan Stiglitz

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76280

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76280

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Robert Steinberg

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76279

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By R.D. Steinberg
Name

DIRECTOR - HEARING OFFICER
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

762 79

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Herb Steinberg

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762 78

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Herbert Steinberg

Name Herbert Steinberg

Attorney at Law

Title

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

762 78

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Angela Shaw

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76877

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Angela D. Shaw
Name

The APK Coach, Owner
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

76277

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jan Frankel Shau

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762776

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name Jan Frankel Schau

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 76

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Daniel Saling

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762 75

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing officer, mediator & Arbitrator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 75

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Tom Salata

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76274

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name TOM SALATA

HEARING OFFICER

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76274

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Lionel Richman

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762 73

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 73

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Samuel Reyes

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76272

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 72

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jacqueline Reese

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762711

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

CONSULTANT (HEARING OFFICER, MEDIATOR, ARBITRATOR)
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76271

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Angela Reddock

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

79270

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name _____

Title _____

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76270

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONSULTANT] CHARLES POST

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762 69

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Charles J. Post

Name

Law Office of Charles Post

Title

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By Halvor S. Melom
Senior Deputy County Counsel
Halvor S. Melom

76269

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Ralph Perez

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76268

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Attorney at Law
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76268

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Walter Norwood

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76267

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Walter R. Garrison
Name

CONSULTANT
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76267

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Arturo Morales

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762 66

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

HEARING OFFICER / ARBITRATOR
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 66

Mike Miller

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Michael Miller

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76265

10 JUNE 12, 2007

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Michael H Miller
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 65

Barbara miller

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Barbara Miller

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76264

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Barbara E. Miller
Name

Attorney/Arbitrator
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76264

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Anthony Miller

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762.63

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT Anthony Miller

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

762 63

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

JUN 12 2007

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Joan manley

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76262

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Joan Clay Manley
Name

Title

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Philip Levine

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Philip R. LaVine
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

762 61

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

George Larney

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

7.62.60

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____ 6/30/07
Name

LABOR ARBITRATOR-MEDIATOR
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify ~~that pursuant to~~ Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762 60

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Richard Klinger

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76259

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name RICHARD D. KLINGER

MEDIATOR

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

762559

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Linda Klibanow

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762258

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Attorney, Hearing Officer, Fact finder, Arbitrater, Mediator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76258

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Robert Klepa

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76257

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____ / Robert Klepa
Name

Attorney at Law
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

76257

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jill Klein

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76256

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name

Attorney at Law

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762256

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Thomas Kerrigan

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76255

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Thomas S. Konrija
Name

Attorney
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76255

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Shelley Kaufman

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76254

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Attorney
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76254

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Eric Jones

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762533

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Eric L. Jones
Name

Attorney
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76253

Barbara Johnson

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Barbara Johnson

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76252.1

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

BARBARA J JOHNSON
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

762252

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Godfrey Isaac

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76251

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F-10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76251

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Steven Houston

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76250

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name _____

Title _____

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76250

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Arthur Hernandez

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76249

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

DOCTOR
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76249

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

510 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jeffery Hauptman

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76248

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name Jeffrey E. Hamburman

Hearing Officer/Arbitrator/Consultant

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76248

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Elwood Hain, Jr.

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76247

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Edward Hain
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76247

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Judy A. Gust

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76246

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Arbitrator/Mediator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76246

Isabelle Gunning

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Isabelle Gunning

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76245

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Professor of Law
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76245

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONSULTANT]

FOR

Joseph E. Grabuskie

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76244

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Joseph E. Grobecki
Name

Arbitrator/ Hearing Officer
Title

COUNTY OF LOS ANGELES

By [signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

76244

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By [signature]
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Ernest Gould

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76243

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76243

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Susan Gallick

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76242

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Susan Gallick, PhD, MBA
Name

Hearing Officer, Mediator, Fact Finder
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76242

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Gail Frommer

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76241

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Gail Frommer
Name

Attorney at Law
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76241

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Andrew Friedman

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76240

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

ATTORNEY, HEARING OFFICER
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76240

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Edna Francis

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76239

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Edna E. L. Francis 7/2/07
Name

Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

76239

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

J. Ellner

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Jerry Ellner

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76238

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Arbitrator, Hearing Officer
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76238

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Michael Eagleson

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76237

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Michael S. Eagleson
Name

Dispute Resolution Provider
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

76237

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia G. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Sandra Dyson

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76236

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

CONSULTANT
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76236

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Walter Daugherty

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76235

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that ~~pursuant to~~ Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76235

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Paul Crost

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76234

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

_____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76234

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Bruce Cooper

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76233

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Bruce T. Cooper, Esq.
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76233

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Ernest Burnside

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

762232

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Consultant
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76232

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Martin Burke

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76231

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing Officer / Arbitrator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

76231

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Chris Burdick

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76230

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____ 6/29/07
Name

Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

76230

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Roland Bunton

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76229

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Roland H. Brenton
Name

HEARING OFFICER, ARBITRATOR & MEDIATOR
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F 10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

76229

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Stephen Biersmith

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76228

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

HEADEND OFFICER
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

76228

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Robert Bergeson

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76227

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

ROBERT BERGESON

By _____

Name

HEARING OFFICER

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____ Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76227

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

David Beauvais

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76226

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

ARBITRATOR / MEDIATOR
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76226

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Lynne Bassis

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76225

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Lynne S. Bassis, esq.
Name

Mediator
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

76225

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Robert Basso

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76224

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

OWNER
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76224

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Carla Barboza

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76223

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

76223

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Irene Ayala

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76222,

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Irene P. Ayala
Name

Hearing Officer/Arbitrator
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

76222

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Louis Zigman

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76285

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

ARBITRATOR
Title

COUNTY OF LOS ANGELES

_____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

76285

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Christopher Ruiz Cameron

[**CONSULTANT**]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76301

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing Officer / Arbitrator
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
DEPUTY

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Trudi Ferguson

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

763 02

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

76302

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Trudi Ferguson
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By
DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Angela E. Oh

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76303

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name Angela E. Oh

Attorney / Mediator

Title

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
DEPUTY

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76325

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Sylvia Marks-Barnett
Name

Title

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

COUNTY OF LOS ANGELES

By
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76325

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76326

AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Aug. 1, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

CONSULTANT

By _____

Name Jennifer B. Gardner

Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Sylvia J. Villalobos
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

76326

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Terry Cheatham

[CONSULTANT]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of DEC 4, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By Terry L Christ Rey
Name

Hearing Officer
Title

COUNTY OF LOS ANGELES

By Yvonne B Burke
CHAIR, BOARD OF SUPERVISORS

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

John M. Gantus

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76395

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of DEC 4, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

<u>OFFICE OF AFFIRMATIVE ACTION COMPLIANCE</u>

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name John M. Gantus
Street address 100 W. Broadway
City, State Zip Code Suite 600
Glendale, CA 91210

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name JOHN M. GANTS

Title

COUNTY OF LOS ANGELES

By _____
CHAIR, BOARD OF SUPERVISORS

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[Terry Tucker]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76410

-10- JUN 12 2007

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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-10- JUN 12 2007

AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of DEC 11, 2007, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

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(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

Q. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

R. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

T. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

U. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

V. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

W. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

X. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Y. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

10 JUN 12 2007

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

_____
Title

COUNTY OF LOS ANGELES

By _____
CHAIR, BOARD OF SUPERVISORS

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

76410

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[John D. Harris]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

764 63

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of 1/28, 2008 ~~2007~~, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

Q. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

R. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

T. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

U. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

V. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

W. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

X. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Y. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By John D. Harris
Name

Hearing Officer, Mediation + Arbitration Services
Title

COUNTY OF LOS ANGELES

By Yvonne B Burke
CHAIR, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy
JAN 28 2008

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[Mary Williams]

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76464

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of 1/28, 2008, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

76464

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

<u>OFFICE OF AFFIRMATIVE ACTION COMPLIANCE</u>

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

Q. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

R. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

T. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

U. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

V. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

W. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

X. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Y. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name MARY L. WILLIAMS
CONSULTANT
Title

COUNTY OF LOS ANGELES

By _____
CHAIR, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy
JAN 28 2008

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Joseph Gentile

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76474

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of FEB 25, 2008, ~~2007~~, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

76474

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

Q. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

R. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

T. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

U. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

V. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

W. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

X. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Y. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name _____

ARBITRATOR

Title

COUNTY OF LOS ANGELES

By _____

CHAIR ~~Chairman~~, Board of Supervisors

76474

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Michael Prihar

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76475

10 of JUN 12, 2007

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of FEB 25, 2008, ~~2007~~, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

76475

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

Q. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

R. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

S. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

T. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

U. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

V. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

W. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

X. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Y. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Consultant name
Street address
City, State Zip Code

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

ARBITRATOR
Title

76475

COUNTY OF LOS ANGELES

By _____
CHAIR ~~Chairman~~, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

DOUGLAS R. BOYD

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

76703

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of Oct. 10 2008, ~~2007~~, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Douglas R. Boyd, Sr.
7665 N. Ben Lomond Ave.
Glendora, CA 91741

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____
Name

Hearing Officer –
Title Civil Service Comm.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Senior Deputy County Counsel
Halvor S. Melom

767703

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GEORGE G. ROMAIN

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

769926

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES

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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of JAN 20, 2009, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

<u>OFFICE OF AFFIRMATIVE ACTION COMPLIANCE</u>

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
George G. Romain
12121 Wilshire Boulevard
Suite 600
Los Angeles, CA 90025
(310) 481-6761

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By _____

Name

Hearing OFFICER - Civil Service Comm.

Title George G. Romain

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

76926

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

JAN 20 2009

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____ Deputy JAN 20 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____

Senior Deputy County Counsel
Halvor S. Melom

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
George G. Romain

Business name, if different from above

Check appropriate box: ☒ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
12121 Wilshire Blvd., Ste 600

Requester's name and address (optional)

City, state, and ZIP code
Los Angeles CA 90025

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–					

or

Employer identification number
8	7	–	0	7	6	2	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12-24-08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

E-MAIL:
gromain@romainlaw.net

WEB:
www.romainlaw.net

GEORGE G. ROMAIN
ATTORNEY AT LAW
12121 Wilshire Boulevard, Suite 600
Los Angeles, California 90025

TELEPHONE:
(310) 481-6761

TELECOPIER:
(310) 481-6720

Attorney Profile: Seasoned practitioner with 18 years experience handling complex litigation in state and federal courts. Skilled in crafting winning arguments on complicated procedural and substantive legal issues, including issues related to California's Tort Claims Act and Fair Employment and Housing Act. NITA graduate in Trial Advocacy. Licensed to practice in California since 1989.

Employment:

2006-Present **Law Office of George G. Romain**, West Los Angeles, California.

A trial and appellate practice emphasizing civil litigation in California's state and federal courts, with a focus on employment law; insurance law; education law; and business and personal injury torts. Responsible for managing and developing a growing plaintiffs' practice. Supervise attorneys and staff, and provide litigation and trial support to outside law firms. Represent employees and students in administrative disciplinary hearings.

2000-2006 **Haney, Buchanan & Patterson**, Los Angeles, California. *Senior Counsel.*

Handle complex business and tort liability cases. Represent small to mid-size companies in intellectual property, contract, insurance coverage, transactional, and other business matters. Lead trial attorney on medical malpractice and other personal injury cases. Pursue grievances on behalf of civil service employees faced with retaliatory, discriminatory, and/or other wrongful conduct at work.

1998-2000 **Berger Kahn**, Marina del Rey, California. *Associate.*

Litigated high-profile plaintiff and defense insurance claims. Defended firm's largest client against bad-faith allegations relative to Northridge earthquake insurance claims. Prepared answers, demurrers, and summary-judgment motions in actions against client.

1989-1998 **Murchison & Cumming**, Los Angeles, California. *Associate.*

As a senior attorney in firm's Errors and Omissions Department, defended attorneys, insurance brokers, corporate directors and officers, and other non-medical professionals in malpractice and other breach of fiduciary duty cases.

Education: **Boston University School of Law**, J.D., 1987.
State University of New York at Albany, B.A., English, 1984.

Publication: "Claim Adjusters Take Heed: *Daubert* Wants You," 6 *John Cooke Fraud Reporter*, No. 5-6 (Apr. 2000) at 11 (examining the 5 standard for admitting scientific testimony in arson cases); "Distress Signals," 21 *Los Angeles Lawyer* (Feb. 1999) at 32 (analyzing strategic approaches to handling emotional-distress claims); "California Special Education Law," a presentation by the National Business Institute, December 2007; "The California Fair Claims Settlement Practices Regulations," May 1997; "Protecting Yourself-Avoiding Errors & Omissions in the 90's," March 1994; "Is Your Company Safe," January 1994.

Admission and Membership: State Bar of California; U.S. District Court, Central District; U.S. Court of Appeals, Ninth Circuit; American Bar Association; American Association for Justice.

LAW OFFICE OF
GEORGE G. ROMAIN
12121 Wilshire Blvd.
Suite 600
LOS ANGELES, CALIFORNIA 90025

e-mail: gromain@romainlaw.net

telephone: (310) 481-6761
telecopier: (310) 481-6720

November 4, 2008

FILED
2008 NOV 21 AM 9:39
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Lawrence D. Crocker, Esq.
Executive Director
Civil Service Commission
522 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Re: Civil Service Commission Hearing Officer Positions

Dear Mr. Crocker:

I am enclosing my resume in order to be considered for placement on the Civil Service Commission's hearing officer panel. I have 19 years experience as a litigator, and considerable experience in the area of government employment law. My courtroom experience, knowledge of the Civil Service Rules and Rules of Evidence, and standards governing appellate review of decisions adopted by Civil Service Commission, are assets I intend to bring to position if placed on the Commission's panel.

My experience in labor and employment comes from having worked for the Haney, Buchanan & Patterson firm from as its Senior Counsel on employment and other matters, from 2001 through 2006. As Senior Counsel I represented civil service employees in wrongful termination, failure to promote, and excessive discipline cases. I also handled appeals for civil service employees faced with adverse decisions rendered by the Civil Service Commission. My work in prosecuting appeals provided valuable insight into the responsibilities of hearing officers, and how best to structure decisions in order for them to stand-up on appeal.

I left Haney, Buchanan & Patterson in April 2006 to open my own firm where I continue to focus on labor and employment. Serving as a hearing officer is of great interest to me given my experience in handling labor and employment disputes, and because of my desire to serve in an adjudicatory role at this juncture in my career.

Thank you for considering my application. I look forward to the possibility of meeting you for an interview.

Very truly yours,

George G. Romain

Encl.

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Steven E. Presberg

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

No 769972

10 of JUN 12, 2007

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,
MEDIATION, FACT-FINDING, AND
ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of 4/13, 2009, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

M 76972

10 of JUN 12, 2007

WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
STEVEN E. PRESBERG
6121 Glade Avenue
Woodland Hills, CA 91367
(213) 473-9130 Day
(818) 312-6587 Evening

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONSULTANT

By STEVEN E. PRESBERG
Name

Steven E Presberg
Title CSC HEARING OFFICER

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

No 76972

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By
Deputy APR 13 2009

COUNTY OF LOS ANGELES CALIFORNIA

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By
APR 13 2009 Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By
Senior Deputy County Counsel
Halvor S. Melom

Personal Information

STEVEN E. PRESBERG
6121 Glade Avenue – Apt. 315
Woodland Hills, CA 91367
(213) 473-9130 (day)
(818) 312-6587 (evening)

Education

DeWitt Clinton High School, Bronx, N.Y. Diploma received in June, 1970.

City College, City University of New York, New York, N.Y. Completed 30 semester credits.

Harpur College, Binghamton University, State University of New York, Binghamton, N.Y. 13901. Political Science major; B.A. degree received in May, 1975.

The Graduate School, Binghamton University, Binghamton, N.Y. 13901. Political Science major, program in Public Policy Analysis and Administration; M.A. degree received in May, 1978. Recipient of the Education for the Public Service Fellowship, awarded by the U.S. Department of Health, Education and Welfare.

New York Law School, 57 Worth Street, New York, N.Y. 10013. J.D. degree received in February, 1984.

Work Experience

April 2008 – PRESENT: (Resumed prior position as Executive Director of ODCR, upon EEO Chief's return from a pregnancy leave.)

January 2008 – April 2008: **Acting Chief of Equal Employment Opportunity Division**, City of Los Angeles, Personnel Department (Civil Service Classification – "Chief Personnel Analyst"). Responsible for overseeing the investigations into complaints of employment discrimination filed against City employees, supervisors and Departments with outside enforcement agencies such as the Equal Employment Opportunity Commission, and the California Department of Fair Employment and Housing, and for responding to such complaints on behalf of the City. Duties include reviewing all such complaints received by the office, consideration of all applicable federal and state laws, including Title VII, USERRA, ADA, ADEA, Family and Medical Leave Act, California's Fair Employment and Housing Act and "Whistleblower" statutes.

Responsible for advising the City Attorney's Office as to the merits of any claim that results in a lawsuit, and the advisability of settlement.

Responsible for representing the Personnel Department and other Departments, as well as the City generally, in labor and employee relations matters such as hearings and arbitrations brought under the City's Employee Relations Ordinance.

Salary: $ 120,000 per year (approx.)

City of Los Angeles, Department of Personnel
700 East Temple Street
Los Angeles, CA 90012

Supervisors: Ms. Margaret M. Whelan, General Manager (213) 473-3470
Ms. Phyllis Lynes, Assistant General Manager

January 2001 – December 2007: **Executive Director**, Office of Discrimination Complaint Resolution, City of Los Angeles – Personnel Department (Civil Service classifications: "Special Investigator II" and "Senior Personnel Analyst II"). Responsible for managing an internal investigations office charged with reviewing complaints of employment discrimination by City employees or applicants. Duties include reviewing all complaints filed with the office, consideration of all applicable federal and state laws, including Title VII, USERRA, ADA, ADEA, Family and Medical Leave Act, California's Fair Employment and Housing Act and "Whistleblower" statutes, and City Charter and municipal code provisions respecting employment issues; supervision of intake and interview process relative to complainants, named parties and other witnesses; oversee the work of investigators in interviewing parties and examining documents; direct the course of investigations including the drafting and editing of final reports and recommendations, as well as appeal memoranda to the Board of Civil Service Commissioners; present oral argument or supervise staff presentations to the Board of Civil Service Commissioners on appeals; review recommended decisions of hearing examiners in employee administrative disciplinary cases in order to determine the need for further investigation as to equal employment opportunity issues; undertake investigations into employment practices in City departments in order to formulate recommendations for improved human resources management and avoidance of legal liability; consult with City Attorneys and managers in developing personnel policies and practices and forms. Accomplishments included a revived effort among City management to implement policies and practices so as to reduce employment discrimination claims and potential liability.

Salary: $ 103,000 per year (approx.)

Supervisor: Margaret Whelan, General Manager (213) 473-3470

June 1999 – January 2001: **Assistant Deputy Mayor**, Office of the Mayor, City of Los Angeles. (Assistant Deputy Mayor as of 8/00; previously, Senior Policy Analyst). Duties included analysis and formulation of policy relating to various areas of government, including: personnel and employment issues, including equal employment opportunity, and development of Mayoral policy to prevent workplace discrimination and sexual harassment; City Charter implementation; public safety, crime, and police issues, including use of force; emergency operations; development of departmental budget goals; evaluation of legislative proposals and formulation of recommendations for action by the Mayor; review decisions and actions of City Council, Commissions and department heads in order to coordinate with Mayoral policy and assure compliance with City Charter; monitoring of and interaction between various Commissions and departments of government, including: Personnel and Civil Service Commission; L.A.P.D. and the Board of Police Commissioners; City Controller; City Clerk; City Planning Commission; City Treasurer; developed rationale and functions for new City departments created by the new City Charter; managed the review, re-evaluation and redrafting of all Mayoral Executive Directives covering a wide range of policy issues and procedural requirements.

Salary: $ 80,000 per year (approx.)

City of Los Angeles, Office of the Mayor
200 North Main Street
Los Angeles, CA 90012

Former Supervisor: Ms. Jennifer Roth Krieger (former Deputy Mayor) (213) 978-8366.

February 1998 – June 1999: **Senior Policy Analyst**, Elected Los Angeles Charter Reform Commission, City of Los Angeles. Duties included: supervising and conducting research relating to Los Angeles City government operations and comparative operations and structures of American cities; coordinating meetings with representatives of City departments and elected officials; developing policy options and alternatives for City government, for consideration by the Commission; writing, editing and supervising the preparation of reports for the Commission; drafting necessary Charter language for review and consideration by the Commission; participate in negotiations between members of two Commissions and various stakeholders in City government regarding the drafting of a "unified" Charter; represent the Elected Commission at the mandatory "meet and confer" negotiating sessions with representatives of the City's unions; attending all meetings of the Commission, keeping attendance records of the Commissioners, maintaining accurate records of all matters voted upon and the roll call votes of each Commissioner.

Salary: $ 65,000 per year (approx.)

Address: None – Commission has dissolved.

Former Supervisors: Geoffrey L. Garfield (former Executive Director) (213) 453-1570; Erwin Chemerinsky, former Chair, Elected Los Angeles Charter Reform Commission; Founding Dean of the Donald Bren School of Law, University of California at Irvine (949) 824-7722

May 1995 – January 1998: **Attorney**, private practice of law. Practice included: employer/employee disputes; discrimination in employment, housing and public accommodations; landlord/tenant disputes; other civil matters, criminal matters, and appeals. Served as "Of Counsel" to law firm of Laufer and Halberstam, 39 Broadway, New York, N.Y. 10006. (212) 422-8500 Jacob Laufer – Senior Partner and Supervisor.

Salary: Income varied

November 1990 – May 1995: **Administrative Law Judge**, New York City Commission on Human Rights. Duties included: presiding over cases involving alleged unlawful practices in employment, housing, public accommodations and AIDS/HIV related matters, including regulated industries such as transportation; presiding over all aspects of cases including motion practice, discovery, trial, administering oaths, receiving testimony and other evidence, ruling on objections, and post-trial proceedings; examined witnesses as deemed appropriate to permit a full investigation of the disputed facts in each case; preparation of a written decision in every case setting forth findings of fact, conclusions of law, and, where appropriate, recommended relief. Issues included discrimination under federal Title VII and state and local laws, including discrimination based on sexual orientation, age discrimination under the A.D.E.A., Americans with Disabilities Act ("A.D.A."), and sexual harassment. Claimants included employees of City government departments and offices as well as private sector entities. Engaged in mediation between Attorneys, claimants and respondents in order to attempt a negotiated resolution of disputes.

Salary: $ 58,000 per year (approx.)

Address: 40 Rector Street, New York, N.Y. 10006.

Former Supervisor: Hon. Rosemary M. Maldonado, Chief Administrative Law Judge (212) 442-4900.

January 1989 – November 1990: **Controller, David Dinkins for Mayor Campaign Committee.** Responsible for fiscal and budget management of a multi-million dollar, city-wide political campaign organization. Duties included maintaining and reconciling several bank accounts, segregating funds as required by law; processing campaign receipts and maintaining a database of contributions; processing a payroll of over 100 employees, filing all required reports with regulatory agencies including Internal

Revenue Service, New York State Tax Department and elections regulatory authorities; negotiated contracts for office and equipment leasing and other office services; maintained up-to-date budgeting to allow for informed policy decisions by candidate and campaign management.

Salary: $ 50,000 per year (approx.)

March 1986 – August 1989: **Deputy General Counsel**, Office of the Borough President of Manhattan, City of New York. Duties included: served as Equal Employment Opportunity Officer and Sexual Harassment Officer for the agency; advising on matters involving planning, land use, intergovernmental relations, pending or proposed legislation; advising the Borough President and agency staff on general legal matters affecting the agency and its personnel, including financial disclosure obligations and conflicts of interest.

Salary: $ 48,000 per year (approx.)

Address: 1 Centre Street, New York, N.Y. 10007.

Former Supervisors: David N. Dinkins, former Manhattan Borough President and former Mayor, City of New York (212) 854-4253

Bill Lynch (former Chief of Staff) (212) 283-7515

September 1984 – March 1986: **Special Advisor and Counsel to the City Clerk**, Office of the City Clerk, City of New York. Duties included: served as Equal Employment Opportunity Officer and Sexual Harassment Officer for the agency; advising the City Clerk and agency staff on general legal matters affecting the agency and its personnel, including financial disclosure obligations and conflicts of interest; administration of City-wide regulatory program for the registration of City lobbyists; administration of City-wide regulatory program for financial disclosure reports by City employees; coordinating and supervising the review and certification process for voter initiatives. Appointed to the position of **First Deputy City Clerk** in December, 1985, and served as **Acting City Clerk** from January 1, 1986 to March 15, 1986.

Salary: $ 45,000 per year (approx.)

Address: 1 Centre Street, New York, N.Y. 10007. Tel.: (212) 669-2400.

Former Supervisor: David N. Dinkins (former City Clerk and former Mayor)

June 1982 – September 1984: **Risk Management Auditor**, Office of the Comptroller, Bureau of Risk Management, City of New York. Duties included: conducted audits of City agency operations and analyzed legal claims filed against the City; studied policies of City agencies in order to attribute potential causes of legal liability and recommend improvements.

Salary: $ 35,000 per year (approx.)

Address: 1 Centre Street, New York, N.Y. 10007. Tel.: (212) 669-2508.

Former Supervisor: Leonard A. Mancusi, Esq.

Bar Admissions

United States Courts:

District Courts:	Southern District of New York Eastern District of New York
Circuit Courts:	First Circuit Court of Appeals Second Circuit Court of Appeals
State of New York: status	All Courts - currently registered as "retired" (inactive)

No record of any complaints or disciplinary actions in any court.

Additional Judicial Experience

September 1995 – December 1995: **Administrative Law Judge**, New York City Taxi and Limousine Commission (part time). Duties included: presiding over cases involving alleged violations of local laws and regulations governing the "for hire" transportation industry. Regulated persons and entities included taxicabs, car services, van services, drivers, managers, owners, operators, and dispatchers; conducting hearings to determine whether any violation occurred and if so, to fix the penalty within the guidelines prescribed by law or regulation.

Hours: Per Diem; Usually 3 – 6 days per month. Salary: $100 per day (approx.)

Address: 40 Rector Street, New York, N.Y. 10006 Tel.: (212) 840-4520.

September 1992 – December 1997: **Small Claims Court Judge/Arbitrator**, Civil Court of the City of New York, New York County (part time; volunteer). Duties included:
presiding over disputes involving civil claims not exceeding $3,000.00 in monetary damages. Resolved all issues of fact, determined applicable law and rendered written decisions.

Hours: One or two evening sessions per month. Salary: None (volunteer)

Address: 111 Centre Street, New York, N.Y. 10013 Tel.: (212) 374-5776.

Additional Judicial Ratings/Qualifications

- Placed on the Federal Administrative Law Judge Register in 1994 with a score of 88.8
- 1994 – 1997: Received various "approval" ratings as a candidate for elective judicial office in the City of New York, including:

  1994: **"Most Highly Qualified"** – New York County, Democratic County Judicial Screening Panel.

  1995: **"Highly Approved"** – Lesbian and Gay Lawyers Association, City of New York.

  1997: **"Qualified"** – Womens Bar Association, City of New York.

"Approved for election to the Civil Court of the City of New York" – Association of the Bar of the City of New York.

"Broad experience as an Administrative Law Judge more than qualifies him to serve on the Civil Court bench" – Citizen Union, City of New York.

Additional/Volunteer Activities

- Former member, Civil Rights Committee, New York County Lawyers Association. Issues discussed included employee and employer rights, including the legality of mandatory agreements to accept arbitration. Participated in a study and advisory report regarding civilian oversight of the New York City Police Department and related issues including disciplinary procedures, civilian complaints and the use of force.

- Alumni/Student Mentor – New York Law School. Served as a Moot Court Judge in 1997.

- Alumni/Student Mentor – Binghamton University, State University of New York.

- Former Supervisory Committee Member and Chair, Municipal Credit Union, City of New York.

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JOSEPH P. SCULLY

FOR

HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

77026

#10 of JUN 12, 2007

AGREEMENT FOR HEARING OFFICER, MEDIATION, FACT-FINDING, AND ARBITRATION SERVICES
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AGREEMENT FOR HEARING OFFICER,

MEDIATION, FACT-FINDING, AND

ARBITRATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of June 23, 2009, by and between THE COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), AND, an individual, ("Consultant")

RECITALS

CIVIL SERVICE COMMISSION

WHEREAS, pursuant to the provisions of Article IX, Section 34, of the Charter of the County of Los Angeles ("County Charter") and Rule 4 of the Civil Service Rules of said County ("Civil Service Rules"), the Civil Service Commission of the County of Los Angeles ("CSC") is authorized to provide for the conduct of appropriate hearings in connection with County employee discrimination complaints, reduction and discharge appeals and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the CSC requires the services of a Hearing Officer to conduct said hearings; and

WHEREAS, said Hearing Officer must be an individual who possesses the qualifications and expertise to act effectively in the conduct of hearings on County employee discrimination complaints, reduction and discharge appeals, and other matters assigned to CSC by the County Charter and Civil Service Rules; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the CSC; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the CSC;

EMPLOYEE RELATIONS COMMISSION

WHEREAS, pursuant to the provisions of Sections 5.04.160 and 5.04.240 of the County Code, the Employee Relations Commission of the County of Los Angeles ("ERCOM") is authorized to provide for the conduct of appropriate hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under its jurisdiction; and

WHEREAS, the ERCOM requires the services of a Hearing Officer to conduct said hearings; and

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WHEREAS, said Hearing Officer must be an individual who has the qualifications and expertise to act effectively in the conduct of hearings in connection with the investigation and resolution of charges of unfair employee relations practices and other employee relations matters under the jurisdiction of the ERCOM; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a Hearing Officer to conduct said hearings when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to conduct said hearings on behalf of the ERCOM; and

WHEREAS, pursuant to the provisions of Section 5.04.160(F) of the County Code, the ERCOM is required to establish and maintain an adequate list of mediators, fact-finders and arbitrators under certain circumstances as provided in Sections 5.04.230 and 5.04.250 of the County Code; and

WHEREAS, the ERCOM requires the services of an individual to conduct said mediation, fact-finding, and/or arbitration; and

WHEREAS, said mediator, fact-finder and/or arbitrator must be an individual who possesses the qualifications and expertise to act effectively as a third party, impartial mediator, fact-finder or arbitrator in connection with disputes arising in the administration of the County's employee relations matters; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator, fact-finder and/or arbitrator when appointed by the ERCOM; and

WHEREAS, the County desires to retain the services of the Consultant to serve as a mediator, fact-finder and/or arbitrator on behalf of the ERCOM; and

WHEREAS, compensation for said mediation, fact-finding, expedited arbitration or standard arbitration services must be in accordance with the standard rates of compensation determined by the ERCOM and approved by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") in accordance with Section 5.04.250(D) of the County Code;

<u>OFFICE OF AFFIRMATIVE ACTION COMPLIANCE</u>

WHEREAS, the provisions of the Los Angeles County Employment Discrimination Mediation Program requires the Office of Affirmative Action Compliance ("OAAC") to establish and maintain an adequate listing of mediators; and

WHEREAS, the OAAC requires the services of an individual to conduct said mediation: and

WHEREAS, said mediator must be an individual who possesses the qualifications and expertise to act effectively as an impartial mediator in connection with disputes regarding employment discrimination; and

WHEREAS, the Consultant warrants that he or she is qualified to serve as a mediator when appointed by the OAAC; and

WHEREAS, the County desires to retain the services of the consultant to serve as a mediator; and

WHEREAS, California Government Code Sections 3500 through 3511 and 31000 as well as the provisions of the County Code authorize the County to contract for all of the services herein provided; and

WHEREAS, the County does not currently employ, nor can it otherwise feasibly employ, pursuant to its civil service system, persons qualified to perform any of the services herein provided.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto mutually agree as follows:

I. GENERAL PROVISIONS

A. SERVICES

1. CSC Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the CSC in connection with the hearing of County employee discrimination complaints and reduction and discharge appeals and any other matters within the jurisdiction of CSC ("Appeals"), as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed as provided in this Agreement and in accordance with any and all applicable provisions of law, including but not limited to, the County Charter, County Code, Civil Service Rules, Rules of the CSC, and any and all specific requirements or directives imposed by the CSC including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.

c) The Consultant shall conduct hearings and pre-hearing conferences as assigned by the CSC and in accordance with the terms of this Agreement. At the time of assignment of an Appeal to the Consultant, the CSC may limit the issues involved and the facts to be submitted for determination and recommendation by the Consultant. The Consultant shall render services only in regard to those specified issues and facts and shall not be entitled to any compensation for any services rendered outside the scope of his or her assignment as defined by the CSC.

d) After conducting a hearing assigned by the CSC, the Consultant shall submit a written report as provided herein, which shall meet all of the requirements set forth in this Agreement. Unless otherwise provided by this Agreement, said written report shall be submitted to the CSC within thirty (30) calendar days after the completion of the hearing.

e) Said written report shall include, at a minimum, proposed findings of fact, proposed determination as to each issue specified by the CSC to be heard, and recommendation as to the appropriate disposition of the controversy heard. The Consultant shall prepare and submit a report only in contested Appeals that result in a recommendation and proposed findings of fact by the Consultant as provided in this Agreement.

2. ERCOM Hearing Officer Services

a) The Consultant shall act as a Hearing Officer for the ERCOM in connection with hearings on the investigation and resolution of charges of unfair employee relations practices and other related matters within the jurisdiction of ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) Said services under this Agreement shall be performed in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, Rules and Regulations of the ERCOM ("ERCOM Rules"), and any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) The Consultant shall conduct hearings as assigned by the ERCOM and in accordance with the terms of this Agreement.

d) After conducting a hearing assigned by the ERCOM, the Consultant shall prepare and submit a written report within thirty (30) calendar days of the close of the hearing as provided in the ERCOM Rules, or as otherwise directed by the ERCOM. Said written report shall include, at a minimum, proposed findings of fact, conclusions of law and final order, along with reasons therefore, and any other requirements specified by the ERCOM.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) The Consultant shall provide mediation, fact-finding, and expedited or standard arbitration services for the ERCOM in connection with County employee relations disputes within the jurisdiction of the ERCOM, as set forth in this Agreement. Such services are contingent upon the availability of the Consultant to so act and the agreement by the Consultant to undertake such specific assignment or assignments in accordance with this Agreement.

b) The Consultant shall perform such mediation, fact-finding, and arbitration services in accordance with any and all applicable provisions of law, including, but not limited to, the County Charter, County Code, and the ERCOM Rules, and pursuant to any and all specific requirements or directives imposed by the ERCOM including, but not limited to, the rendering of a written report or other written findings, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations.

c) After the conclusion of a mediation, fact-finding or arbitration assignment, the Consultant shall prepare and submit a written report as provided in the ERCOM Rules, or as otherwise directed by the ERCOM.

4. OAAC Mediation Service

a) The Consultant shall perform mediation services for the OAAC. The mediator is a neutral third party who conducts the mediation. The role of the mediator is to be impartial and unbiased and to help parties identify and clarify the complaint issues, explore possible solutions, and help the Parties arrive at a mutually agreeable settlement. The mediator has no authority to give opinions, render decisions, or force the parties to accept any settlement terms.

b) The role may include convening activities before the mediation session, putting the parties at ease when they arrive for the mediation; ask parties to explain their positions, clarify facts then help put the dispute into manageable terms that parties can begin to consider and discuss options for a resolution.

c) During settlement discussions, the mediator will help the parties brainstorm for solutions, and may use private caucuses to discuss possible solutions with either or both parties in confidence. Once the parties agree on a resolution, the mediator will work with the assigned OAAC Employment Discrimination Mediation Deputy Compliance Officer to define the specific resolution terms and a draft a written Settlement Agreement.

5. Unauthorized Services

If the Consultant provides any tasks, services, or work other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Consultant, who shall have no claim whatsoever against the County.

B. TERM OF AGREEMENT

1. Term

a) The term of this Agreement shall commence on the date of execution by the County and shall terminate no later than three (3) years from that date.

b) The County shall have the option to extend the term for up to three (3) additional one (1) year periods, for a maximum total term of six (6) years. Each such option year shall be exercised individually by the Executive Officer of the Board of Supervisors.

2. Completion of Assignments After Expiration of Agreement

a) *CSC Hearing Officer Services*

(1) The provisions of this Agreement shall continue to apply to all CSC hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by CSC on Appeals or hearings pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new Appeals or hearings will be assigned to the Consultant after the termination of the Agreement.

(2) If any Appeal or hearing is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the CSC of such assignment and shall refrain from performing any services with regard to such assignment.

b) *ERCOM Hearing Officer, Mediation, Fact-Finding and Arbitration Services*

(1) The provisions of this Agreement shall continue to apply to all ERCOM hearings and matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by the ERCOM on cases or matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any hearing, case or other matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the ERCOM of such assignment and shall refrain from performing services with regard to such assignment.

c) *OAAC Mediation Services*

(1) The provisions of this Agreement shall continue to apply to all OAAC matters assigned to the Consultant but not completed prior to the expiration date of the Agreement and the Consultant shall provide all services required by the Agreement and in accordance with all applicable terms thereof, including matters resubmitted by OAAC on matters pending prior to the expiration of the term of the Agreement. Upon the effective date of this Agreement, Consultant shall be paid at the rates specified herein for all Hearing Officer services performed for the County thereafter. No new hearings, cases, or other matters will be assigned to the Consultant after termination of the Agreement.

(2) If any matter is assigned to the Consultant after termination of the Agreement, the Consultant shall immediately notify the OAAC of such assignment and shall refrain from performing services with regard to such assignment.

C. COMPENSATION

1. CSC Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered for CSC pursuant to this Agreement shall be the sum of NINE HUNDRED DOLLARS ($900.00) per day for each scheduled full day of hearing or pre-hearing conference and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing or pre-hearing conference, during which the Consultant provides services approved by the CSC as provided herein.

(2) For the purpose of determining compensation for hearings assigned by CSC under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving disputed issues of fact and law as assigned pursuant to this Agreement. A pre-hearing conference shall consist of a meeting with the Hearing Officer, assigned to the case, and both parties for the purpose of agreeing to a statement in writing setting forth the specific facts or contentions in issue to be presented at the hearing. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) At the time an Appeal is assigned to the Consultant, the CSC Executive Director shall establish, in writing, the maximum number of compensable days allowable for providing Hearing Officer services pursuant to this Agreement. Regardless of the amount of time spent in providing Hearing Officer services, the Consultant shall not be paid, nor be entitled to receive, any compensation for services rendered in excess of the maximum number of compensable days so established unless the CSC Executive Director has provided prior written authorization for such services.

(4) If a scheduled date for a hearing or pre-hearing conference assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing or pre-hearing conference is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing or pre-hearing conference is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of appellant or appellant's counsel, or a hearing or pre-hearing conference which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

(5) The CSC Executive Director may authorize that the Consultant may receive compensation for time spent in preparation for a hearing when, in the interests of justice, the Consultant must review specialized material of a technical, scientific or legal nature; or when the Consultant is asked to act as a substitute Hearing Officer in an undecided Appeal or an Appeal that has been remanded for rehearing by a court of

competent jurisdiction for which the Consultant is required to review the record of the prior hearing. Said authorization must be in writing. If so authorized, the Consultant shall be entitled to receive compensation at the rate of FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each one-half day and NINE HUNDRED DOLLARS ($900.00)) for each full day actually spent in preparation up to the maximum number of days specifically authorized for said preparation.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the CSC as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of an Appeal, resolution of an Appeal by stipulation, or nonappearance of the appellant or appellant's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be paid NINE HUNDRED DOLLARS ($900.00) per day for the time period allotted for preparation of the report ("Allowable Write-Up Period") according to the following schedule:

Days of Hearing	Allowable Write-Up Period
1 – 2	2 Days
3 - 4	3 Days
5 – 7	4 Days

(3) For Appeals requiring hearings in excess of seven (7) days, if the Consultant reasonably believes that he or she requires time in addition to the Allowable Write-Up Period provided in this Agreement because of the time required or the complexity of the issues and facts, he or she shall submit a written request to the CSC Executive Director for approval of additional days or half-days requested, with a description of the justification. The CSC Executive Director may grant or deny said request, in whole or in part, and may require additional information from the Consultant before acting upon said request. The Consultant shall be compensated for preparation of reports only to the extent of the additional time expressly approved by the CSC Executive Director based upon the applicable one-half day or full day rate for hearing set forth in Paragraph C (1)(a) of this Section I.

2. ERCOM Hearing Officer Services

a) *Hearings*

(1) Compensation to the Consultant for Hearing Officer services rendered For the ERCOM pursuant to this Agreement shall be the sum NINE HUNDRED DOLLARS ($900.00) per day for each day during which such services are provided by the Consultant and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each scheduled half-day of hearing, during which the Consultant provides services as provided herein.

(2) For the purpose of determining compensation for hearings assigned by the ERCOM under this Agreement, a hearing shall consist of the taking of testimony on a regular scheduled hearing day for the purpose of resolving any matters assigned by the ERCOM pursuant to this Agreement. A full day of hearing shall consist of over three (3) hours of services performed pursuant to this Agreement. A half-day of hearing shall consist of up to three (3) hours of services performed pursuant to this Agreement.

(3) If a scheduled date for a hearing assigned to the Consultant is canceled, through no fault of the Consultant, with five (5) business days' notice or less, the Consultant shall be compensated for one full day of services if the hearing is scheduled for one full day, or for one-half day if the hearing is scheduled for one-half day. A canceled hearing is defined as a hearing that is not held as a result of a withdrawal of an appeal or the nonappearance of the complaining party or complaining party's counsel, or a hearing which has commenced but consumes less time than was originally estimated in scheduling the hearing days.

b) *Reports*

(1) The Consultant is entitled to compensation for reports prepared for the ERCOM as provided in this Agreement. The Consultant is not entitled to and shall not be compensated for any report where the hearing is canceled. For purposes of determining compensation for reports, a canceled hearing is a hearing that is not held as a result of a withdrawal of the matter, case, or charge, resolution of the matter, case or charge by stipulation, or nonappearance of the complaining party or complaining party's counsel at the hearing.

(2) For each report for which the Consultant is entitled to compensation as provided herein, he or she shall be NINE HUNDRED DOLLARS ($900.00) per day for preparation of the report. The ERCOM shall determine the time period allotted for preparation of the report for any Hearing Officer assignment given to the Consultant.

3. ERCOM Mediation, Fact-Finding, and Arbitration Services

a) Any and all compensation for services of the Consultant when performing mediation, fact-finding, expedited arbitration or standard arbitration services for ERCOM hereunder shall be shared equally by the parties to such mediation, fact-finding or standard arbitration as provided Section 5.04.250(D) of the County Code.

b) The compensation rate for mediation, fact-finding or standard arbitration services rendered for the ERCOM pursuant to this Agreement is the sum of NINE HUNDRED DOLLARS ($900.00) per day and FOUR HUNDRED AND FIFTY DOLLARS ($450.00) for each half-day during which such services are provided by the Consultant.

c) The County shall promptly pay to the Consultant its equal share of the costs for any such services provided hereunder at the rate specified herein and when billed by the Consultant, but in no event shall the County pay more than the total sum of FOUR HUNDRED AND SEVENTY-FIVE DOLLARS ($475.00) for a full day and TWO HUNDRED AND THIRTY SEVEN DOLLARS AND FIFTY CENTS ($237.50) for a half day.

d) The County is not obligated to make payment to the Consultant for such mediation, fact-finding, expedited arbitration or standard arbitration services performed other than that payment representing the County's equal share of the total compensation due and owed to the Consultant.

4. OAAC Mediations Services

a) All mediation services performed for the OAAC shall be at the rate of SIX HUNDRED AND FIFTY DOLLARS ($650.00) per for a full day (more than three hours) and THREE AND TWENTY FIVE DOLLARS ($325.00) for a half day (less than three hours). The OAAC shall pay the entire fee of the mediator in such mediations.

5. Unauthorized Expenses

a) Unless otherwise expressly provided for in this Agreement, compensation shall not be paid to the Consultant for legal research, hearing preparation, or review of records in connection with any assignment from the CSC, the ERCOM and/or the OAAC.

b) The Consultant shall not be entitled to any compensation or reimbursement for any travel expenses, site visitations or any other expenses incurred in connection with any assignment from the CSC, the ERCOM, and/or the OAAC that are not expressly provided for in this Agreement.

D. ADMINISTRATION OF AGREEMENT

1. County Administration

a) The CSC Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the CSC. The CSC Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

b) The ERCOM Executive Director shall be responsible for overseeing the administration of this Agreement with regard to services performed on behalf of the ERCOM. The ERCOM Executive Director is not authorized to make changes in any of the provisions, terms and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

c) The Affirmative Action Compliance Officer shall be responsible for overseeing the administration of this agreement with regard to services performed on behalf of OAAC. The Affirmative Action Compliance Officer is not authorized to make changes in any of the provisions, terms, and conditions of this Agreement and is not authorized to further obligate the County in any respect whatsoever.

E. BILLING AND PAYMENT

1. Upon proper billing by the Consultant and after completion of any assignment performed by the Consultant hereunder, payment of compensation and expenses provided in this Agreement shall be made to the Consultant.

2. The bill of the Consultant shall be in writing and shall include the contract number of this Agreement assigned by the County, the date and time spent in providing services and the nature of said services. The bill shall be submitted within forty-five (45) days of the completion of the services for which compensation is requested. The Consultant shall not submit a consolidated bill for CSC services, ERCOM services, or OAAC services but shall bill for such services separately.

3. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the CSC, if the Consultant fails to submit a written report within thirty (30) calendar days after completion of a hearing, or within the time expressly permitted by the CSC Executive Director, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the CSC Executive Director for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within thirty (30) days after completion of the hearing shall constitute a ground upon which the County may terminate this Agreement.

4. Notwithstanding any provision of the preceding Sub-Paragraph (E)(1), when performing Hearing Officer services assigned by the ERCOM, if the Consultant fails to submit a written report within the time expressly permitted by the ERCOM, he or she shall not be paid for any time spent preparing the report, except upon the special, written authorization of the ERCOM for good cause shown. The Consultant, however, shall remain obligated to prepare the report as soon as possible, even though he or she is not paid for its preparation; and failure to file the report within the time allotted by the ERCOM shall constitute a ground upon which the County may terminate this Agreement.

5. CSC Hearing Officer Services

All invoices for Hearing Officer services performed for the CSC under this Agreement shall be submitted in two (2) copies to the following address:

Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

6. ERCOM Hearing Officer, Mediation, Fact-Finding, and Arbitration Services

All invoices for Hearing Officer, mediation, fact-finding, and arbitration services performed for the ERCOM under this Agreement shall be submitted in two(2) copies to the following address:

Employee Relations Commission
374 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

7. OAAC Mediation Services

All invoices for mediation services performed for the OAAC under this Agreement shall be submitted in two (2) copies to the following address:

Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Attention: Affirmative Action Compliance Officer

8. Approval of Invoices

All invoices submitted by the Consultant for payment must have the written approval of the CSC Executive Director for services performed on behalf of the CSC, the ERCOM Executive Director for services performed on behalf of the ERCOM, or the Affirmative Action Director for services performed on behalf of the OAAC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

II. TERMS AND CONDITIONS

A. CONSULTANT'S WARRANTY OF QUALIFICATIONS

1. The Consultant hereby warrants that he or she fulfills at least one of the following minimum qualifications (a) current employment by the County as a Hearing Officer, mediator, fact-finder, or arbitrator; (b) membership in a nationally recognized neutral body, such as the National Academy of Arbitrators, the American Arbitration Association, or the Federal or California Mediation & Conciliation Services Panels; (c) graduation from an accredited law school, current membership in the State Bar of California, and at least five (5) years of personnel/labor practice; or (d) at least ten (10) years of experience serving as an advocate for labor or management and/or as a neutral.

2. If at any time after execution of this Agreement, the County discovers that the Consultant does not fulfill any of the aforementioned qualification guidelines, this shall be considered a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement.

B. ASSIGNMENT AND DELEGATION

1. The Consultant shall not assign his or her rights or delegate his or her duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

2. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

C. AUTHORIZATION WARRANTY

The Consultant represents and warrants that any person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

D. BUDGET REDUCTIONS

1. In the event that the Board of Supervisors adopts, in any fiscal year, a County Budget ("County Budget") which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Consultant under the Agreement. A fiscal year is the twelve (12) month period beginning July 1 and ending the following June 30.

2. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors' approval of such actions. The Consultant shall continue to provide all of the services set forth in the Agreement

E. COMPLIANCE WITH APPLICABLE LAW

1. The Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

2. The Consultant shall indemnify and hold harmless the County, and its special districts, elected officials, Directors, employees and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or sub-consultants of any such laws, rules, regulations, ordinances, or directives.

F. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that he or she will comply with Subchapter VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

G. CONFLICT OF INTEREST

1. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement or contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement. No director or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2. The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that he or she is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, he or she shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

H. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Consultant require additional or replacement support personnel after the effective date of this Agreement to assist the Consultant in performing the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

I. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

1. The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Sub-consultant s, if any, to post this poster in a prominent position in the Sub-consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2. The Consultant shall notify and provide to its employees, and shall require each Sub-consultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

J. CONSIDERATION OF HIRING PARTICIPANTS IN GAIN/GROW PROGRAM

Should the Consultant require additional or replacement support personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

K. CONSULTANT'S ACKNOWLEDGEMENT OF THE COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The Los Angeles County Child Support Services Department's Office will supply the Consultant with the poster to be used.

L. CONSULTANT'S WARRANTY OF ADHERENCE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

M. CONSULTANT'S RESPONSIBILITY AND DEBARMENT

1. Responsible Consultant

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Consultants.

2. Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

3. Non-responsible Consultant

The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. Contractor Hearing Board

a) If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

c) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

d) If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

e) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

N. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

1. The Consultant shall repair, or cause to be repaired, at his or her own cost, any and all damage to county facilities, buildings, or grounds caused by Consultant or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Consultant fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

O. INDEPENDENT STATUS

1. This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The Consultant shall function as, and in all respects is, an independent Consultant/Contractor.

2. The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

3. The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

4. As an independent Consultant, the Consultant has no authority or power whatsoever to execute documents on behalf of the CSC or the ERCOM, or to bind the County to any obligations, agreements, or contracts.

P. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its special districts, elected and appointed directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Consultant's acts and/or omissions arising from and/or relating to this Agreement.

Q. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict the County from acquiring similar, equal or like services from other individuals, entities, or sources.

R. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

S. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding any other provision of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

T. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. The Consultant certifies and agrees that it will deal with its sub-consultant s, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

4. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

5. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph U when so requested by the County.

6. If the County finds that any provisions of this Paragraph U have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

7. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

U. PUBLIC RECORDS ACT

1. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph V of this Section (Record Retention and Inspection/Audit Settlement) of this Agreement, as well as those documents which were required to be submitted during the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions are records which are exempted from disclosure by the California Government Code Section 6250 et seq. (California Public Records Act) and/or which are properly identified and marked as "trade secret," "confidential," or "proprietary."

2. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

V. PUBLICITY

1. The Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify his or her services and related clients for self-sustenance, the County shall not inhibit the Consultant from publishing his or her role under this Agreement within the following conditions:

a) The Consultant shall develop all publicity material in a professional manner; and

b) During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County. The County shall not unreasonably withhold written consent.

2. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that he or she has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph T shall apply.

W. QUALITY ASSURANCE PLAN

1. The CSC Executive Director, the ERCOM Executive Director and the Affirmative Action Compliance Officer will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the CSC Executive Director, the ERCOM Executive Director and/or the Affirmative Action Compliance Officer determine(s) are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the CSC Executive Director, the ERCOM Executive Director, the Affirmative Action Compliance Officer, and the Consultant.

2. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement. Upon such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

X. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

1. All documents, drafts, reports, work papers, memoranda, and other materials including duplicates thereof generated or compiled pursuant to this Agreement are the exclusive property of the CSC, the ERCOM, or the OAAC which may be used for any purpose, notwithstanding that the CSC or the ERCOM may choose, at its option, to leave a copy of any such materials in the possession of the Consultant for the parties' mutual convenience.

2. The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

3. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

4. In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

5. Failure on the part of the Consultant to comply with any of the provisions of this Section shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

6. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

Y. SUBCONTRACTING

None of the services performed under this Agreement may be subcontracted by the Consultant without the advance written approval of the County. Any attempt by the Consultant to subcontract without the prior written consent of the County may be deemed a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Z. WARRANTY AGAINST CONTINGENT FEES

1. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

2. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

III. TERMINATION OF AGREEMENT

A. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Consultant to maintain compliance with the requirements set forth in Section II, Paragraph K (Consultant's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds for termination of this Agreement pursuant to Section III, Paragraph C (Termination for Default).

B. TERMINATION FOR CONVENIENCE

1. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in such notice, and complete performance of such part of the work as shall not have been terminated by such notice.

3. For a period of five (5) years after final settlement under this Agreement, the Consultant shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

C. TERMINATION FOR DEFAULT

1. The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the County:

a) The Consultant has materially breached this Agreement;

b) The Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

c) The Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2. In the event that the County terminates this Agreement in whole or in part as provided in this Paragraph C, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph C.

3. Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs for acquiring comparable services if his or her failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

4. If, after the County has given notice of termination under the provisions of this Paragraph C, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph C, or that the default was excusable under the provisions of this Paragraph C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph B (Termination for Convenience) of this Section III.

5. The rights and remedies of the County provided in this Paragraph C shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. TERMINATION FOR IMPROPER CONSIDERATION

1. The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County Director, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

2. The Consultant shall immediately report any attempt by a County Director or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash, discounts, services, provision of travel or entertainment, or tangible gifts.

E. TERMINATION FOR INSOLVENCY

1. The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

a) *Insolvency of Consultant.* The Consultant shall be deemed to be insolvent if he or she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

b) *Filing of a voluntary or involuntary petition* regarding the Consultant under the Federal Bankruptcy Code;

c) *Appointment of a Receiver or Trustee* for the Consultant; or

creditors.

d) *Execution by the Consultant of a general assignment for the benefit of creditors*

F. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County Lobbyist or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

G. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the Board appropriates funds for this Agreement in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

IV. MISCELLANEOUS PROVISIONS

A. CAPTIONS

The caption and section headings appearing herein shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning or intent of the terms of this Agreement.

B. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, state or local laws, ordinances, regulations and directives relating to confidentiality.

C. CONTRACT MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared in writing and signed by the Consultant and the County.

D. GENDER

Any and references to the Consultant in this Agreement by "he," "she," and/or "it," shall be considered to apply to the Consultant, regardless of the actual gender of the Consultant.

E. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

F. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as follows:

For Consultant
Joseph P. Scully

For CSC
Civil Service Commission
525 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Executive Director

For ERCOM
Employee Relations Commission
374 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Executive Director

For OAAC
Office of Affirmative Action Compliance
780 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California, 90012

Attention: Affirmative Action Compliance Officer

Either party may change addresses by providing ten (10) days' prior written notice thereof to the other party. The CSC Executive Director and ERCOM Executive Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

G. RECYCLED BOND PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

H. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

I. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph I shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the Consultant has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

CONSULTANT

By _____
Name

Hearing Officer - CSC
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

77026

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy JUN 23 2009

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER