



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

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Third District

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March 20, 2012

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 March 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY THE
CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES (CAPE)
(ALL DISTRICTS)
(3- VOTES)**

SUBJECT

This serves as a recommendation to renew an expired County of Los Angeles agreement for reimbursement of personnel costs by CAPE (CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Executive Officer to sign the agreement between Los Angeles County and the California Association of Professional Employees (CAPE), for the latter to provide reimbursement of personnel costs for employees designated as working for CAPE for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill CAPE for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary to allow departments to bill pursuant to the agreement.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

PURPOSE OF THE RECOMMENDED ACTION

The recommended action will renew the agreement to allow CAPE (California Association of Professional Employees) to reimburse the County for all costs associated with an employee being provided by the County for meetings on public sector labor relations and related matters, and thereby assisting the County and its Departments in the expeditious resolution of labor disputes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal of fiscal responsibility. This contract will reimburse County costs by CAPE.

FISCAL IMPACT

There is no fiscal impact. The costs to the County for providing an employee to CAPE will be fully reimbursed.

JUSTIFICATION

The scope of this Agreement is limited to the services of no more than nine (9) CAPE Members. The maximum total amount of leave time per fiscal year granted under this contract shall not exceed 528 hours. The Agreement will continue to allow the employee to remain active, with all costs associated with his/her County employment reimbursed by CAPE.

FINANCING

CAPE agrees to reimburse the County for actual costs of the employees affected; including salary, any bonuses, cash reimbursements for unused sick leave, and any excess vacation time deemed payable. In addition, CAPE agrees to reimburse the County for the employees' benefits, including but not limited to retirement, health, life, and dental insurance, or Workers' Compensation benefits.

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FACTS AND PROVISIONS

The term of this agreement is from May 20, 2012, through September 30, 2013.

Each affected department is to invoice CAPE each month and CAPE is to pay the full costs within 30 days.

The agreement has been approved as to form by County Counsel.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:JA
DLW:MP:rld

Attachment

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE
CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES (CAPE)
FOR REIMBURSEMENT OF PERSONNEL COSTS

This agreement, entered this 20th day of March, 2012, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and the California Association of Professional Employees, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "CAPE."

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by CAPE-represented employees;

WHEREAS, CAPE is desirous of organizing the operations of its Association so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services provided by CAPE-represented employees to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

A. The County of Los Angeles shall provide up to nine CAPE-represented County employees elected to the CAPE Board of Directors (hereinafter referred to as "Board Members") to CAPE when requested in writing by CAPE for the purpose of meeting on public sector labor relations and related matters and thereby assisting the County and its Departments in the expeditious resolution of labor disputes.

2. Scope of Agreement

The scope of this Agreement shall be limited to the services of no more than (9) nine Board Members. The maximum total amount of leave time per fiscal year granted under this contract shall not exceed 528 hours.

When practical, CAPE shall provide written notice to the County's designated representative a minimum of five (5) days in advance of designating leave under this Agreement.

3. Payment

A. Except as provided herein, CAPE will pay to the County of Los Angeles the actual costs of the Board Members' leave time as required under this agreement, including the salary, bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, and Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles salary or other ordinance, or to Memoranda of Understanding between the parties relating to salaries and employee benefits.

B. County of Los Angeles shall tender to CAPE at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and CAPE shall pay

County the full costs invoiced within 30 days of the date of such statement.

- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of CAPE on deposit with the County without giving further notice to CAPE of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by CAPE.

4. Term of Agreement

The term of the agreement shall be from March 20, 2012, through and including September 30, 2013.

5. Termination

Either County or CAPE may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, CAPE shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

Leave time under this Agreement shall be counted as time worked for overtime purposes. As such, if there is leave time taken under this Agreement and the same employee Board Member works an overtime assignment in performing his or her County position duties, the employee Board Member will earn overtime in the same manner as if the employee Board Member worked in his or her County position during the leave.

7. Independent Contract

Both the County and CAPE, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

CAPE shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.

9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee Board Member.

10. Notice of Suit

CAPE shall give the County, or its representative, immediate notice of any suit or action filed, and prompt notice of any claim made against CAPE arising out of the performance of this agreement. CAPE shall furnish immediately to County copies of all pertinent papers received by CAPE.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any Board Member on CAPE-designated leave under this agreement shall continue in the unit of assignment that he or she holds unless he or she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14. Safely Surrendered Baby Law

A. The Association shall 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 set forth in Exhibit A of this agreement and is also available on the internet at www.babysafela.org for printing purposes.


- B. The Association acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Association understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Association will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Association with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this agreement on the day, month, and year first above written.

CALIFORNIA ASSOCIATION OF PROFESSIONAL EMPLOYEES

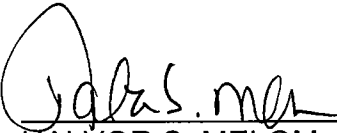
BY  _____
CAPE PRESIDENT

COUNTY OF LOS ANGELES

BY  _____
WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

JOHN F. KRATTLI
ACTING COUNTY COUNSEL

BY  _____
HALVOR S. MELOM
PRINCIPAL DEPTY
COUNTY COUNSEL