

EXECUTIVE OFFICE



**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

EDWARD YEN
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

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HOLLY J. MITCHELL

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JANICE HAHN

KATHRYN BARGER

June 10, 2025

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

Dear Supervisors:

**RECOMMENDATION TO AMEND COUNTY EQUITY OVERSIGHT PANEL MEMBER
CONTRACTS TO EXTEND THE TERM THROUGH JUNE 30, 2026
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute amendments to 10 County Equity Oversight Panel (CEOP) Member contracts to extend the term date, set to expire on June 28, 2025, through December 31, 2025, plus six optional month-to-month extensions, as needed, for a maximum term of one year, through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Officer of the Board of Supervisors, or designee, to execute ten (10) amendments (Attachment A), in a format substantially similar to the sample amendment provided in Attachment A, for the existing CEOP Member Contracts, to extend the term date through December 31, 2025, with the panel members, identified in Attachment B, to continue providing independent civilian oversight panel member services.
2. Delegate authority to the Executive Officer of the Board of Supervisors, or designee, to execute six optional month-to-month amendments to extend the term, if needed, through June 30, 2026.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 10, 2018, the Board authorized the Executive Officer to execute CEOP contracts with nine (9) CEOP contractors to provide independent civilian oversight panel member services. The CEOP is

an independent civilian oversight panel comprised of employment law experts and attorneys and/or persons with expertise in conducting employment investigations. The CEOP is primarily responsible for reviewing the preliminary investigations of County Policy of Equity (CPOE) complaints, and County Equity Investigations Unit (CEIU) investigations of potential violations of the CPOE, recommending appropriate dispositions and discipline for violations of the CPOE, and communicating such recommendations to the involved department heads or their designees. Additionally, the CEOP will review CEIU investigations to ensure that they are appropriate, complete, thorough, and fair.

On December 14, 2010, the Board adopted the Chief Executive Office's (CEO) recommendation to create a Countywide employment discrimination complaint process modeled after the Sheriff's Equity Oversight panel process, specifically to include a CEOP.

The current CEOP contracts are scheduled to expire on June 28, 2025. The Executive Office is currently in the process of re-soliciting for panel member services, however, the Executive Office is requesting an extension of the current contracts to allow sufficient time to complete the solicitation to ensure current CEOP services are not impacted or have a lapse in service. Authorization to extend the current contracts will allow the Executive Office to continue staffing the panel so members services are readily available.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan, North Star 3, Equity-Centered Policies, to institutionalize the use of an equity lens in County policies and practices. The CEOP is responsible for ensuring all County employees, including board members, supervisors, managers, commissioners, applicants, interns, outside vendors, and volunteers are treated in a manner that is equitable and free from discrimination, sexual harassment, harassment (other than sexual), retaliation and inappropriate conduct toward others based on a state or federal protected characteristic.

FISCAL IMPACT/FINANCING

CEOP members serve in a part-time capacity, for a not to exceed annual hourly commitment of 500 hours, and a not to exceed annual monetary amount of \$100,000. Funds for this action are available in the Executive Office, Board of Supervisor's Fiscal Year 2025-2026 Base Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 31, 2011, the Board adopted the County Policy of Equity, a Countywide employment discrimination complaint process, specifically to include the CEOP. The process became effective July 1, 2011 (Board Policy No. 9.015-County Policy of Equity).

On June 28, 2011, the Board approved an initial round of contacts to allow the CEOP to become operational by July 1, 2011. These contracts expired June 28, 2018. On April 10, 2018, the Board authorized the Executive Office to reauthorize and execute nine (9) existing County Equity Oversight Panel (CEOP) Member contracts, which are currently set to expire on June 28, 2025.

By approving the action requested herein, the Board will allow the CEOP to continue to be operational until the expiration of the existing contracts and allow the Executive Office sufficient time to re-solicit for panel member services.

CONTRACTING PROCESS

For the current contract and in accordance with the County's contracting procedures and requirements, Resumes were solicited from interested persons with the requisite experience and expertise. Interviews were conducted by County representatives from the Executive Office, Board of Supervisors, the County Department of Human Resources, and the County Counsel's Office. The current CEOP Member Contract is attached (Attachment C).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the CEOP to continue providing necessary panel members services to foster the CPOE's objectives to preserve the dignity, integrity, respect, and professionalism of the workplace, as well as to protect the right of all employees to be free from discrimination, sexual harassment, harassment (other than sexual), retaliation and inappropriate conduct toward others based on a state or federal protected characteristic. Extending the current CEOP contracts will have no negative impact on current County operations and services and will allow the Executive Office the necessary time needed to solicit for panel member services.

Respectfully submitted,



Edward Yen

Executive Officer

EY:SH:sp

Enclosures

c: Chief Executive Officer
County Counsel

**CONTRACT FOR
COUNTY EQUITY OVERSIGHT PANEL MEMBER SERVICES**

AGREEMENT NO. __

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this ____ day of _____, 2025,

by and between

COUNTY OF LOS ANGELES,
(hereafter referred to as "County"),

and

NAME
(hereafter referred to as "Contractor")
ADDRESS

RECITALS

WHEREAS, on April 10, 2018, the Board of Supervisors (hereinafter the "Board") authorized the Executive Officer of the Board to enter into and execute a contract for County Equity Oversight Panel (CEOP) Member services with Contractor, further identified as Contract No. _ (hereafter referred to as "Agreement");

WHEREAS, on June 3, 2025, the Board authorized the Executive Officer of the Board to amend the current Agreement, to extend the term date from June 28, 2025, to December 31, 2025;

WHEREAS, the County and the Contractor mutually agree to amend the Agreement, to extend the term date;

WHEREAS, the Executive Officer of the Board is authorized to execute the Amendment;

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that the Agreement shall be amended as follows:

1. This Amendment shall commence on the date of execution by the Executive Officer of the Board, or designee.
2. The term of this Agreement shall be amended to extend the term date from June 28, 2025, to December 31, 2025.
3. Except for the changes expressly set forth herein, the Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment:

COUNTY OF LOS ANGELES

By _____

EDWARD YEN
Executive Officer,
Board of Supervisors

CONTRACTOR

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By _____
Lawrence Green
Senior Deputy County Counsel

**COUNTY EQUITY OVERSIGHT PANEL (CEOP)
MEMBER CONTRACTS**

1. Angela Reddock-Wright, APLC, dba Reddock Law Group
2. Gary A. Bacio
3. Jacqueline J. Harding, Partner with Wilson, Elser, Moskowitz, Edleman, and Dicker, LLP.
4. Richard D. Klinger
5. Roberta M. Yang
6. Ronald N. Wilson
7. Constance M. Komoroski
8. Gail Glick
9. Leb Dispute Resolutions, Michael Leb
10. Mercedes Cruz, an attorney at Leal and Trejo APC

Contract No. _____

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

This contract is entered into between the County of Los Angeles and _____, to participate as a member of the County Equity Oversight Panel ("CEOP") for Los Angeles County for the purposes set forth herein.

RECITALS

WHEREAS, the County has determined a need for a panel of experts to review County Policy of Equity ("CPOE"), Sheriff's Department Policy of Equality ("POE") investigations, and to render disposition and disciplinary recommendations to the County thereon; and

WHEREAS, by adoption by the Board of Supervisors, the CEOP has been effectively operating since 2011, the process of which stemmed from an Equity Oversight Panel ("EOP") also operating effectively at the Los Angeles Sheriff's Department since 2003 in accordance with the federal court mandates of the Bouman v. Baca ("Bouman") consent decree action involving that Department; and

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

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

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

I. County Equity Oversight Panel

A. Function

The CEOP is an independent civilian oversight panel. The CEOP is primarily responsible for reviewing investigations of potential violations of the CPOE and the Sheriff's POE to recommending appropriate dispositions and discipline for violations of the CPOE and the POE. See, Scope of Work/Duties, Section "E" below.

B. Authority to Act

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

C. Independent Contractor Status

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

Each CEOP Member shall comply with all federal, state, and local statutes, laws, and ordinances including those related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by CEOP member under this Agreement.

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the CPOE (<https://ceop.lacounty.gov>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE.

Failure of the contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability. CEOP Member represents and warrants to County, and County relies on such representation and warranty, that CEOP Member has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. CEOP Member understands and agrees that CEOP Member is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, objectives, and/or purposes as specified and/or requested pursuant to this Agreement.

D. Office Space, Equipment, and Staff Support

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

E. Scope of Work/Duties

1. Duties of CEOP Members In General

The CEOP Member shall, during the term of this Agreement, serve as a member of the CEOP and, in conjunction with the entire CEOP, shall oversee and coordinate the independent review process and functions of the CEOP, and shall

perform such specialized services as are necessary to accomplish such oversight and coordination, including the following:

- Review the County Equity Investigation's Unit's ("CEIU") and Sheriff's Department POE investigations, to ensure that investigations are appropriate, complete, effective, and fair;
- Recommend appropriate, complete, effective and fair disposition and discipline for CEIU and Sheriff's POE investigations briefed by the CEOP ;
- Review the County Intake Specialist Unit's ("CISU") and Sheriff's Department POE intake initial designations of complaints to ensure that the complaint designations are appropriate, complete, effective, and fair;
- Recommend, on an ongoing basis, best practices in order to develop and improve equity-related County policies, practices and procedures to ensure they are effective, fair, thorough and impartial.
- Contribute, as requested by the Executive Director of the County Equity Oversight Panel (EDCEOP), to the EDCEOP's reports relating to the above activities.

2. Primary Duty

a. Review of County Policy of Equity Investigations

1. The County Equity Oversight Panel

The primary duty of the CEOP is to review CEIU investigations and Sheriff's Department POE investigations and recommend appropriate dispositions and discipline for violations of the CPOE. The CEOP shall meet monthly, or more frequently if necessary, to discuss and brief each CEIU or Sheriff's Department POE investigation. A minimum of three (3) CEOP Members shall participate in each CEOP briefing but no

more than four (4). CEOP Members shall thoroughly prepare for each CEOP briefing, including a thorough review of investigative packages.

2. Non-delegable Duties

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

F. Access to Records

CEIU and Sheriff's Department POE investigative packages will be made available for review by CEOP Members at a secure location. CEOP Members shall not remove CEIU or Sheriff's Department POE investigative packages from the secure location.

G. No Conflict

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

H. Confidentiality

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

I. Terms

1. CEOP Member

a. The term of this contract will commence upon execution by the Executive Officer of the Board, through delegated authority provided by the County's Board of Supervisors and expire on June 30, 2023.

b. The County shall have the sole option to extend this Contract term for up to (6) additional one-year periods for a maximum total Contract Term of seven (7) years. Each such option shall be exercised at the sole discretion of the Executive Officer of the Board of Supervisors.

c. The CEOP Member shall notify the EDCEOP at the address provided at section, "K (3)" below, within six (6) months from the expiration of the term as provided for hereinabove.

2. Termination

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

The County may terminate its contract with a CEOP Member immediately and without cause by the County. If removed, the CEOP Member will be compensated for actual hours worked up to the time of termination.

J. Indemnification

In consideration of the benefit to the County of the specialized expertise the CEOP Member is providing under this Agreement, the County shall indemnify, defend and hold harmless the individual CEOP Members for their acts and omissions occurring in the course and scope of their duties as CEOP Members to the same extent as if they were County employees pursuant to California Government Code Sections 995 et. seq.

K. Compensation

1. Professional Service Fees

Each CEOP Member shall be paid at the rate of \$200.00 per hour.

Services are to be performed on an hourly rate basis. CEOP members shall be compensated as set forth below in an annual amount not to exceed \$100,000.00 per member (500 hours per year) for all services performed. CEOP Members shall not be compensated for travel time or travel expenses.

2. Invoices

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

3. Payment

Each CEOP Member shall submit a monthly invoice for services rendered by the tenth of the following month. Invoices shall indicate the hours worked and services performed on a daily basis and shall be signed by the CEOP Member and approved by the EDCEOP. Such invoices shall be mailed or delivered to the:

Executive Director County Equity Oversight Panel, Kenneth Hahn Hall of Administration, 500 W. Temple St., Room B-28, Los Angeles, California 90012.

Payment for services shall be made by the County to CEOP Members within twenty (20) business days after submission of an invoice to the EDCEOP.

L. County's Contract Manager

The EDCEOP will serve as the County's contract manager for the purposes of this Agreement.

CONTRACT FOR COUNTY EQUITY OVERSIGHT PANEL MEMBER

IN WITNESS WHEREOF, the County of Los Angeles, by delegated authority of its Board of Supervisors has caused this Agreement to be executed by the Executive Officer of the Board of Supervisors, and County Equity Oversight Panel Member has caused this Agreement to be executed on its behalf this _____ Day of _____, 202_.

COUNTY OF LOS ANGELES
Executive Officer Board of Supervisors

By: EDWARD YEN

COUNTY EQUITY OVERSIGHT PANEL MEMBER

By: _____

Print Name: _____

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By _____
LAWRENCE GREEN
Senior Deputy County Counsel