

**AGREEMENT****REGARDING SERVICES AS****HEARING OFFICER / REFEREE**

THIS AGREEMENT made and entered into this ___ day of ____, 2009.

BY AND BETWEEN THE BOARD OF RETIREMENT OF THE LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (hereinafter referred to as "the Board")

AND _____ (hereinafter referred to as "Contractor")

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 31533 of the Government Code, the Board is authorized to provide for the conduct of appropriate hearings by a referee in connection with the determination of applications of members of the Los Angeles County Employees Retirement Association for benefits under the County Employees' Retirement Law of 1937 (Chapter 3 of Division 4 of Title 3 of the Government Code); and

WHEREAS, the Board has found that Contractor is a member of the State Bar of California (Active Membership No. _____) and has the requisite high qualifications and special expertise to serve as referee; and

WHEREAS, Contractor has experience with respect to evidentiary hearings; and

WHEREAS, the Board desires to retain services of Contractor as a referee to conduct said hearings; and

WHEREAS, Contractor desires to act as said referee specifically appointed by the Board:

NOW, THEREFORE, it is mutually agreed as follows:

1. Contractor agrees, when available, to act as a referee in connection with the conduct of hearings and the review of cases pursuant to Section 31533 of the Government



Code.

2. Such services shall be performed in accordance with the applicable provisions of the County Employees Retirement Law of 1937, as amended, and pursuant to any specific requirements imposed by the Board, and such services shall include, but shall not be limited to, the conduct of hearings, the review of evidence, and the rendering of a written report which shall contain proposed findings of fact, conclusions of law, and a recommended decision; provided, however, that said written report is expected to be rendered within ninety (90) days after the case has been submitted.

3. Compensation to Contractor for such services shall be at the following rates:

- a. If report is rendered within ninety (90) days after case has been submitted, referee shall be entitled to **TWO HUNDRED DOLLARS** (\$200.00) per hour.
- b. If report is rendered more than ninety (90) days after case has been submitted, referee shall be entitled to **ONE HUNDRED DOLLARS** (\$100.00) per hour.
- c. Contractor shall be reimbursed for reasonable parking expense incurred by the Contractor in performing services under this Agreement. All other out of pocket expenses (photocopy, secretarial, postage, etc.) shall be absorbed by Contractor.
- d. Contractor shall be entitled to **TWO HUNDRED DOLLARS** (\$200.00) per hour for services already performed following completion of the hearing. All services performed subsequently will be eligible for payment at the time the Proposed Findings of Fact and Recommended Decision are submitted.



- e. Contractor shall be entitled to a progress payment equal to **TWO HUNDRED DOLLARS** (\$200.00) per hour immediately following in pro per prehearings.
- f. If the report is not rendered within ninety (90) days from the date the case has been submitted, the Board may transfer the case to another Referee, in which case the Contractor shall not receive any fee for services performed in connection with said case.
4. Contractor shall submit a detailed invoice for services rendered with each billing. A billing can be submitted for services rendered following a hearing. Billing for all subsequent services will be submitted for payment at the time the Proposed Findings and Recommended Decision are submitted.
5. Contractor shall be familiar with the "Disability Retirement Hearing Procedures." In compliance with Rule 8, Contractor shall provide the Board of Retirement a status report of the case when the hearing date selected is not "within 90 days of the filing of respondent's prehearing statement." The status report shall detail why the case was not set for hearing and shall further specify a date for the hearing.
6. Contractor may request an extension from the Board on any time limitation in this contract. The request shall be on an individual case basis, in writing and show "good cause" as to said request.
7. This Agreement shall continue in effect until _____, at which time it shall terminate. However, either party may terminate this Agreement upon ten (10) days written notice to the other party.
8. This Agreement is not assignable by either party.
9. In addition to any other disclosures required by law, Contractor shall advise the parties of any facts which may raise a possible conflict of interest or which may give the appearance of a conflict of interest, and will disclose any information which may be considered



relevant to the question of disqualification. Contractor also agrees to disclose any legal representation undertaken for the County of Los Angeles, for the Office of County Counsel of the County of Los Angeles and for any party adverse to the County Of Los Angeles.

10. Contractor represents and warrants that Contractor currently holds all licenses required to perform the services required by this Agreement. Contractor shall immediately notify the Board if any license required by this Agreement is suspended or revoked, or if any proceeding or investigation is commenced by a licensing agency relating to Contractor's license.

11. In the event of claims and lawsuits asserted by an applicant in connection with an application for disability benefits, LACERA shall extend to Contractor the same rights and benefits afforded to employees of LACERA under the California Tort Claims Act. (Government Code Section 810, *et seq.*)

IN WITNESS WHEREOF, the Board of Retirement, by its vote and order at its meeting of _____, has caused this Agreement to be subscribed by the Chairman of said Board and attested by the Secretary thereof, and Contractor has hereunto subscribed his name on the day, month, and year, first above written.