COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

RAYMOND G. FORTNER, JR.
County Counsel

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December 9, 2004

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:

CONTRACT WITH SPECIAL COUNSEL
MERRICK J. BOBB
(ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD

Approve and direct the Chairman to sign the enclosed contract with Merrick J. Bobb, for the period January 1, 2005 to December 31, 2005, in the amount of $200,000.

PURPOSE OF RECOMMENDED ACTION

On December 7, 2004 your Board instructed this office to prepare and present to the Board, for approval, a contract for legal services provided by Special Counsel, Merrick J. Bobb.

JUSTIFICATION

It is necessary to continue monitoring implementation of the Kolts Report.

FISCAL IMPACT/FINANCING

Legal services will be provided at an hourly rate of $200 with a maximum annual reimbursement of $200,000 for services as Special Counsel.

CONCLUSION

It is recommended that your Board approve and direct the Chairman to sign the Contract for Special Counsel with Merrick J. Bobb for a one-year contract for the period January 1, 2005 to December 31, 2005, with a provision to extend the contract for up to one additional year upon concurrent approval of the County Counsel and Chief Administrative Officer.

Respectfully submitted,

RAYMOND G. FORTNER, JR.
County Counsel

RGF:GWT:jb

c: Leroy D. Baca, Sheriff

David E. Janssen
Chief Administrative Officer

Violet Varona-Lukens, Executive Officer
Board of Supervisors

Merrick J. Bobb, Special Counsel

CONTRACT FOR SPECIAL COUNSEL

This contract is entered into between the County of Los Angeles and Merrick J. Bobb, Attorney at Law.

WHEREAS, the COUNTY OF LOS ANGELES wishes to employ Merrick J. Bobb as Special Counsel to monitor the implementation of the Kolts Report concerning the operations of the Los Angeles County Sheriff's Department, and;

WHEREAS, Merrick J. Bobb has acted as Special Counsel to the County of Los Angeles pursuant to contract, including Contract No. 66889 and amendments thereto. It is therefore agreed by and between the County of Los Angeles and Merrick J. Bobb as follows:

1. Special Counsel Work Statement and Charge.

1(a). Special Counsel to the County of Los Angeles will monitor the implementation of the Kolts Report by conducting audits of the Los Angeles County Sheriff's Department. Special Counsel shall also conduct a special investigation as authorized by the Board of Supervisors.

1(b). Special Counsel's audits shall be in the same format and adhere to the same procedures used in providing services as Special Counsel under Contract No. 66889.

1(c). As Counsel to the County of Los Angeles, Special Counsel shall have access on an attorney-client basis to such confidential records of the County of Los Angeles, its departments and officers as may be material and relevant to this inquiry.

All public reports shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. Such information will be information acquired by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code § 1040.

1(d). Consistent with such confidentiality, any reports concerning specific individuals shall be made solely to the Sheriff on an attorney-client basis.

1(e). While protecting such confidentiality, Special Counsel shall provide to the Board of Supervisors and the Sheriff progress reports for dissemination to the public.

2. Compensation and Expenses.

2(a). Annual Expenses. Special Counsel shall be reimbursed as set forth below in an amount not to exceed $200,000 for services performed and expenses incurred by Special Counsel or others on his behalf, for general reports on the Sheriff's Department.

2(b). Services. Special Counsel shall be paid at the rate of $200 per hour, or at other amount that the Board of Supervisors and Special Counsel may approve by an amendment to this agreement. In his discretion, Special Counsel may utilize the services of employees of his law firm, or others at rates not exceeding his own rate, or Special Counsel shall determine to be appropriate and necessary to the performance of his duties, providing each such person signs an addendum to this agreement, approved as to form by the County Counsel, agreeing to the terms of this agreement. Staff assisting Special Counsel shall not have a criminal record of conviction of any crime of moral turpitude.

Special Counsel shall be responsible for all assisting staff. All interim and final reports shall be communicated only by Special Counsel, not by his staff.

2(c). Special Counsel and his staff shall be reimbursed for necessary expenses at the same rates and on the same terms as County employees.

2(d). Payment shall be made by the County to Special Counsel and his staff periodically within 10 working days after submission of an invoice to the office of the County Counsel indicating the compensation due to date at the specified rates, and signed approved as to payment by Special Counsel. Such invoices and other requests to the County Counsel shall be mailed or delivered to Gordon W. Trask, Principal Deputy County Counsel, 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

3. Disposition of Records.

The confidentiality of all records and materials collected and used by Special Counsel and his staff shall be preserved consistent with the terms of paragraph 1 of this contract, and shall within thirty days of Special Counsel completing his services be delivered to the County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

4. Period of Agreement.

This agreement shall commence on January 1, 2005, and terminate on December 31, 2005.

The County Counsel and Chief Administrative Officer, acting in concert, and with the consent of Special Counsel, are authorized to extend this Agreement, on the same terms, for a period of one year.

WHEREFORE, IT IS SO AGREED.

Date: _____ _____

Merrick J. Bobb
Special Counsel

Date: _____ _____

Gloria Molina
Chair, Board of Supervisors

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____

Gordon W. Trask
Principal Deputy County Counsel