County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 5, 2008

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:

CHIEF EXECUTIVE OFFICE: AGREEMENT FOR SPECIAL LEGAL SERVICES – OFFICE OF INDEPENDENT REVIEW (ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

This letter recommends approval of an Agreement to hire an attorney, Angelica Arias, to fill the vacant attorney position within the Office of Independent Review associated with the County of Los Angeles Sheriff's Department. This action is necessary to replace an attorney who left in September 2008 to head the Orange County Office of Independent Review.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the Agreement for Special Legal Services Office of Independent Review, with Angelica Arias, to provide legal services for the Office of Independent Review (OIR). The proposed Agreement will take effect beginning November 10, 2008, or date of execution, whichever is later, through September 30, 2010, with the base annual compensation amount not to exceed $173,035 for all services performed, plus actual and necessary expenses. The annual compensation amount shall be increased by 3 percent effective January 1, 2009, and increased by Board-approved general salary percentage movement on or after January 1, 2010.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board has endorsed the concept of utilizing OIR to ensure that allegations of intra-departmental misconduct in the County of Los Angeles Sheriff's Department (LASD), including those which constitute criminal conduct, are investigated and reviewed in a fair, thorough, and impartial manner. In 2001 and again in 2004, legal services agreements were executed for three-year terms with six attorneys to perform services for OIR.

On September 18, 2007, your Board approved and instructed the Chair of the Board to sign three-year special legal services Agreements with Michael J. Gennaco, Benjamin Jones, Robert Miller, Stephen J. Connolly, and Julie M. Ruhlin to fill five of the six attorney positions for OIR. On January 15, 2008, your Board approved and instructed the Chair of the Board to sign a special legal services Agreement with Cynthia Hernandez in order to fill the sixth attorney position. All of the current OIR Agreements included a 3 percent increase in base pay effective January 1, 2009, and all of the current OIR Agreements expire on September 30, 2010.

The recommended actions are necessary to fill a vacant OIR attorney position as OIR Attorney, Stephen J. Connolly, left the office to become Executive Director of the Orange County Office of Independent Review effective September 1, 2008. In response to Mr. Connolly's departure, OIR identified Angelica Arias as the attorney that will replace Mr. Connolly. Ms. Arias started her legal career with OIR as a law school intern and has subsequently worked as an attorney in administrative, municipal, litigation and employment law, including handling of police misconduct litigation

This action supports the County's Strategic Plan Goal of Organizational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented.

FISCAL IMPACT/FINANCING

The proposed agreement will provide Angelica Arias with a base annual compensation amount of $173,035 for all services performed, plus actual and necessary expenses incurred. In addition, the annual compensation amount shall be increased by 3 percent effective January 1, 2009. In the event the Board approves a general salary percentage increase for County employees on or after January 1, 2010, such general salary percentage adjustments shall be applicable to the OIR attorneys. Ms. Arias will be hired at the staff attorney level and will receive the same compensation as current OIR staff attorneys.

Sufficient funding is included in the Sheriff's Department budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

OIR is a civilian oversight group that was created in 2001. The mission of OIR is to monitor LASD and provide legal advice to ensure that allegations of officer misconduct involving LASD are investigated in a thorough, fair, and impartial manner. OIR attorneys work closely with LASD on a daily basis, but do not work for the Department. OIR also reviews departmental policies and practices and makes recommendations where appropriate to enhance both officer performance and the safeguarding of individual rights. In addition, OIR provides independent counsel to the Board and the Sheriff concerning the Department's internal investigations.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties.

County Counsel has approved the agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Agreement with Angelica Arias will ensure uninterrupted provision of this critical function and service.

CONCLUSION

Upon approval by your Board, please return one (1) stamped adopted copy of the Letter with a stamped adopted copy of the Agreement to:

1. Chief Executive Office
   Public Safety Cluster
   Attention: Doyle Campbell, Deputy Chief Executive Officer
   500 West Temple Street, 7th Floor
   Los Angeles, CA 90012

2. Sheriff's Department
   Fiscal Services
   4700 Ramona Blvd., 3rd Floor
   Monterey Park, CA 91754

3. Office of the County Counsel
   Attention: Leela Kapur, Chief Deputy
   500 West Temple Street, 6th Floor
   Los Angeles, CA 90012

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES:MKZ
VLA:pg

Attachment

c: Sheriff
   Auditor-Controller
   County Counsel

ATTACHMENT

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2008, by and between the County of Los Angeles ("County") and Angelica Arias (hereinafter referred to as "OIR Attorney") for the purpose of providing services for the Office of Independent Review ("OIR").

RECITALS

WHEREAS, the Sheriff has requested the addition of resources for the Sheriff to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Sheriff, has the duty to investigate; and,

WHEREAS, the Sheriff wishes to ensure that the allegations of intradepartmental misconduct are investigated and reviewed in a fair, thorough, and impartial manner; and,

WHEREAS, the Board of Supervisors has endorsed the concept of utilizing such resources to accommodate and to further these goals by creating the Office of Independent Review; and,

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

WHEREAS, the OIR Attorney has been determined to be uniquely qualified to serve as such a resource.

NOW THEREFORE, the County and OIR Attorney agree as follows:

1. Scope of Services – OIR Attorney.

   The OIR Attorney shall, during the term of this Agreement and subject to the coordination and guidance of the Chief Attorney of OIR ("Chief Attorney"), assist in the oversight and coordination of the independent review process and functions of the OIR, and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination, including the following:

- Providing periodic status reports on all investigations and significant matters within the purview of the OIR to the Board of Supervisors, the Sheriff, the Executive Planning Council and the Special Counsel.
- Assisting in the initiation, structuring, and development of ongoing investigations conducted by the Office of Internal Affairs, the Office of Internal Criminal Investigations, the Homicide Bureau, Sheriff's Department unit investigations, and any other such investigations falling within the purview of the OIR to ensure that investigations are complete, effective, and fair.
- Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- Monitoring ongoing and reviewing completed investigations conducted by the Office of Internal Affairs, the Office of Internal Criminal Investigations, the Homicide Bureau, and the Sheriff's Department unit investigations, and any other such investigations falling within the purview of the OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of the OIR.
- Establishing and maintaining liaison with the District Attorney, United States Attorney, Sheriff's Department Executives, Special Counsel, Los Angeles County Ombudsman, Department Units, County Counsel, employee unions, the Federal Bureau of Investigation, civil rights organizations, community-based organizations, and other outside entities.
- Working with Special Counsel in performing thorough analyses and reviews of selected Departmental investigations to determine whether Departmental policies, practices and procedures should be reexamined to prevent the future occurrence of similar allegations of misconduct, and when warranted, developing and proposing recommendations for revisions of the implicated policies, practices or procedures.
- Working with Special Counsel in reviewing selected Departmental investigations and studying best practices from other law enforcement departments in order to develop and improve policies, practices and procedures to ensure that

investigations of intradepartmental misconduct and disciplinary procedures are more effective, fair, thorough and impartial.

- Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion with regard to use of force, integrity, conduct, and other issues that frequently are the subject of discipline.
- Setting the operational philosophy of the Office of Independent Review to ensure that the needs and goals of the community, the Department, and the staff are met.
- Working with the Office of the District Attorney and the Office of the United States Attorney to promote effective investigative strategies in order to ensure effective, appropriate and timely prosecutions.

2. Term.

Unless otherwise amended or terminated earlier as provided herein, the term of this Agreement shall be for the period commencing November 10, 2008, and extending to and including September 30, 2010.

Either party may, at its sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the other party 30 days written notice of such termination.

3. Compensation and Expenses.

The OIR Attorney shall be paid an annual amount of $173,035.00 for all services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the OIR Attorney pursuant to this Agreement. Reimbursement for necessary expenses shall be paid for such items, at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.

The Annual Compensation Amount shall be increased during the term of the Agreement, as follows:

a) effective January 1, 2009 by three percent (3%), resulting in an Annual Compensation Amount of $178,226.00.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2010 during the term of this Agreement, such general percentage adjustment shall be applied to the Annual Compensation Amount during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees.

Payment of the Annual Compensation Amount by County to the OIR Attorney shall be made in twelve (12) equal monthly installments within ten (10) working days after the first day of each month during the term of the Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

The Office of County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

4. Access to Records and Confidentiality.

The OIR Attorney shall have an attorney-client relationship with the County of Los Angeles and the Sheriff in performing the special legal services provided pursuant to this Agreement. As Special Counsel to the County of Los Angeles and the Sheriff in performing the specialized legal assistance and independent review services provided pursuant to this Agreement, the OIR Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments and officers as may be material and relevant to performance of her services and responsibilities pursuant to this Agreement.

All communications and reports to the County, including the Board of Supervisors and Sheriff, shall be made or submitted on a confidential attorney-client basis. Any public reports by the OIR Attorney which are authorized by the County shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. All such information will be information acquired in confidence by a public

employee in the course of his or her duties and not open, or officially disclosed, to the public within the meaning of California Evidence Code Section 1040.

All internal observations and determinations by the OIR Attorney in the performance of the specialized legal assistance and independent review services provided pursuant to this Agreement are and shall be considered attorney work product and subject to the appropriate claims of privilege therein.

The confidentiality of all records and materials collected and used by the OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) working days from the date of expiration or termination of this Agreement be delivered to the Office of County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

5. County's Contract Managers.

The County's Chief Executive Officer and/or County Counsel will serve as the County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation.

This Agreement shall not be assignable by the OIR Attorney, in whole or in part. Any attempt to assign shall be void and confer no rights on any third parties.

All services and duties of the OIR Attorney pursuant to this Agreement are solely the responsibility of the OIR Attorney, and may not be delegated without the prior written consent of the County. Any person not employed by the County whose services are utilized by the OIR Attorney, with such prior written consent, to assist in the performance of the OIR Attorney's services pursuant to this Agreement shall, prior to performing such services, execute an addendum to this Agreement, approved as to form by County Counsel, agreeing to the terms of this Agreement, including all requirements of confidentiality.

No person assisting the OIR Attorney shall have a criminal record of conviction of a crime or any crime of moral turpitude. The OIR Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to the

County pursuant to this Agreement shall be made or submitted only by the Chief Attorney, OIR.

7. Independent Contractor Status.

The OIR Attorney is not, nor shall she or any of her employees or agents be deemed for any purposes, an employee of the County; nor shall the OIR Attorney, her employees or agents, be entitled to any rights, benefits, or privileges of County employees.

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

The OIR Attorney represents and warrants to the County, and the County relies on such representation and warranty, that the OIR Attorney has the necessary skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. The County and OIR Attorney understand and agree that the OIR Attorney is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, deliverables, objectives and/or purposes as specified and/or requested by the County pursuant to this Agreement.

8. Indemnification.

In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the OIR Attorney pursuant to this Agreement, the County agrees to indemnify, defend and hold the OIR Attorney harmless from claims of liability resulting from acts and omissions of the OIR Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the OIR Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

Except as specifically provided herein, the OIR Attorney agrees to indemnify, defend and hold the County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of the OIR Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of the OIR Attorney by any person.

9. Office Space, Equipment, and Staff Support.

The County agrees to provide the OIR Attorney, at no cost to the OIR Attorney, such office space, vehicle usage, use of related equipment, and staff support and assistance during the term of this Agreement as may be mutually agreed upon by the OIR Attorney and the County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by the OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of the OIR Attorney.

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10. Notices.

Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail first class postage prepaid addressed as follows:

To County:	Office of County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012
With a copy to:	Chief Executive Officer 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012
To OIR Attorney:	Angelica Arias Office of Independent Review 4900 S. Eastern Avenue Commerce, CA 90040

The address for notice may be changed by the County or OIR Attorney, as the case may be, by written notice to the other party as provided herein.

IN WITNESS WHEREOF, the County and OIR Attorney have executed this Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

By_____

Yvonne B. Burke, Chairperson
Board of Supervisors

OIR ATTORNEY

_____

Angelica Arias

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By Michele Jackson

Deputy County Counsel