



# 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

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

October 26, 2010

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:

## **AGREEMENTS FOR SPECIAL LEGAL SERVICES – OFFICE OF INDEPENDENT REVIEW (ALL DISTRICTS AFFECTED) (3 VOTES)**

### **SUBJECT**

This is a recommendation to enter into the Agreements for Special Legal Services with the attorneys of the Office of Independent Review. The continuation of the services provided by the Office of Independent Review will help enhance the County's capacity to protect the well-being and safety of its citizens, clients, and employees.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Agreements for Special Legal Services with Office of Independent Review Attorney Bitia Shasty, Office of Independent Review Attorney Walter W. Katz, and Office of Independent Review Attorney Diana M. Teran, to fill three vacant attorney positions for the Office of Independent Review associated with the County of Los Angeles Sheriff's Department, the Probation Department, and such other departments as directed by your Board. The term of the Agreements shall be effective upon execution by the Board through June 30, 2013, with a total base annual compensation amount not to exceed \$534,678, plus actual and necessary expenses incurred.

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

2. Delegate authority to the Chief Executive Officer to execute amendments to the Agreements for Special Legal Services to elevate one of the Office of Independent Review attorneys from an Attorney to Deputy Chief Attorney upon recommendation from the Chief Attorney.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Your Board has endorsed the concept of utilizing the Office of Independent Review (OIR) to ensure that the allegations of intradepartmental 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, 2004, and 2007, legal services agreements were executed for three year terms with various attorneys to perform services for OIR.

On August 10, 2010, your Board unanimously voted to approve an amendment to the existing Agreement Number 76349 for Special Legal Services with the Chief Attorney of the OIR to expand the functions of OIR to include performance of a full-time investigative review of the Probation Department (Probation) and a limited, one-time assessment of the investigative functions of the Department of Children and Family Services (DCFS) and Children's Special Investigations Unit (CSIU).

On September 28, 2010, your Board approved service level agreements with five OIR attorneys. In order to retain the special legal services provided by the OIR attorneys, we are recommending that the attached agreements be approved for three OIR attorney positions that are currently vacant.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **FISCAL IMPACT/FINANCING**

The proposed agreements provide that OIR attorneys are to be paid a combined total base annual compensation amount not to exceed \$534,678, plus actual and necessary expenses incurred. Sufficient funding is included in the LASD and Probation fiscal year (FY) 2010-11 Adopted Budget.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreements shall be effective upon execution by the Board through June 30, 2013. The expiration date of the Agreements has been revised to run concurrent with the end of the fiscal year. Either party may terminate any of the Agreements, for any or no reason whatsoever, by giving the other party no less than thirty days advance written notice of such termination.

Under the Agreements, OIR's key responsibilities involve: (1) providing periodic status reports on all investigations and significant matters within the purview of the OIR; (2) assisting in the initiation, structuring, and development of ongoing internal investigations falling within the purview of the OIR to ensure that investigations are complete, effective and fair; (3) monitoring ongoing investigations and reviewing completed investigations falling within the purview of the OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate; and (4) making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR.

Under the Agreements, the attorneys receive the base annual compensation of an OIR Attorney - \$178,226. The OIR attorneys also receive reimbursement for actual and necessary expenses incurred. The base annual compensation amount is based upon the expectation that the time devoted to County services by the attorneys will be comparable to the time a full-time County employee is expected to devote to the County. The Agreements provide for a discretionary increase in annual compensation in the event that your Board approves a general percentage salary adjustment for County employees in any given year. In the event CEO uses its proposed delegated authority to elevate an OIR Attorney to a Deputy Chief Attorney, under the Agreements, the attorney will receive the base annual compensation of a Deputy Chief Attorney - \$207,930.

The Agreements have been revised to include hourly compensation to the OIR attorneys for each full hour worked in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, unless the OIR Attorney(s) agree(s) to perform such services at no cost to the County or a negotiated hourly rate. The hourly rate for an OIR Attorney is \$150.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services.

County Counsel has approved the attached Agreements as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed agreements with the OIR attorneys will ensure uninterrupted provision of this critical function and service.

**CONCLUSION**

Upon approval by your Board, please return one stamped adopted copy of the letter with a stamped adopted copy of each Agreement to:

1. Chief Executive Office  
Attention: Jacqueline A. White, Deputy Chief Executive Officer  
500 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012
2. Sheriff's Department  
Fiscal Services  
4700 Ramona Blvd., 3<sup>rd</sup> Floor  
Monterey Park, CA 91754
3. Office of the County Counsel  
Attention: Roger Granbo, Assistant County Counsel  
500 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012
4. Department of Children and Family Services  
Attention: Patricia Ploehn, Director  
425 Shatto Place  
Los Angeles, CA 93550
5. Probation Department  
Administrative Services  
Attention: DeWitt Roberts, Administrative Deputy  
9150 East Imperial Highway  
Downey, CA 90242

Honorable Board of Supervisors  
October 26, 2010  
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Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:BC:EFS  
GS:cg

Attachments

c: Sheriff  
County Counsel  
Executive Office, Board of Supervisors  
Children and Family Services  
Probation

## **AGREEMENT FOR SPECIAL LEGAL SERVICES OFFICE OF INDEPENDENT REVIEW**

This Agreement for Special Legal Services ("Agreement") is entered into as of \_\_\_\_\_, 2010 by and between the County of Los Angeles ("County") and Bitu Shasty ("OIR Attorney") for the purpose of providing for the services of OIR Attorney for the Office of Independent Review ("OIR").

### RECITALS

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

WHEREAS, the Chief Probation Officer 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 may from time to time desire to expand the function of OIR to include oversight of additional County departments, including but not limited to a department's internal affairs operations; and

WHEREAS, on August 10, 2010, the Board of Supervisors expanded the function of OIR by directing OIR to perform an assessment of the investigative functions of the Department of Children and Family Services; and

WHEREAS, pursuant to California Government Code Section 31000, the Board of Supervisors has the authority to contract for specialized services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the OIR Attorney agree as follows:

**1.0 GENERAL SCOPE OF SERVICES – OIR ATTORNEY**

- 1.1 The OIR Attorney shall, subject to the coordination and guidance of the Chief Attorney, assist in the oversight and coordination of the independent review process and functions of OIR and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.
- 1.2 The OIR Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney in charge of OIR.
- 1.3 The OIR Attorney represents and warrants to the County, and the County relies upon 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.

**2.0 OIR - SHERIFF'S DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Sheriff's Department coming within the purview of OIR, including but not limited to the following:

- 2.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors, the Sheriff, the Executive Planning Council, and the Special Counsel.
- 2.2 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 OIR as it relates to the Sheriff's Department to ensure that investigations are complete, effective, and fair.
- 2.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 2.4 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 OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 2.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Sheriff's Department.
- 2.6 Establishing and maintaining liaison with the District Attorney, Sheriff's Department Executives, Special Counsel, Los Angeles County Ombudsman, Department Units, County Counsel, employee unions, the United States Attorney, the Federal Bureau of Investigation, civil rights organizations, community-based organizations, and other outside entities.
- 2.7 Performing thorough analyses and reviews of selected Sheriff's Department internal investigations to determine whether Sheriff's Department 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.

- 2.8 Reviewing selected Sheriff's Department internal 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.
- 2.9 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.
- 2.10 Setting the operational philosophy of the Office of Independent Review as it relates to the Sheriff's Department to ensure that the needs and goals of the community, the Board of Supervisors, the Sheriff's Department, and the staff are met.
- 2.11 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.

### **3.0 OIR – PROBATION DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Probation Department coming within the purview of OIR, including but not limited to the following:

- 3.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors and the Chief Probation Officer.
- 3.2 Assisting in the initiation, structuring, and development of ongoing internal investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any such other investigation falling within the purview of the OIR to ensure that investigations are complete, effective, and fair.

- 3.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 3.4 Monitoring ongoing investigations and reviewing completed investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any other such investigations falling within the purview of OIR as it relates to the Probation Department to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 3.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Probation Department.
- 3.6 Establishing and maintaining liaison with the District Attorney, Probation Executives, Los Angeles County Ombudsman, Probation Units and Facilities, County Counsel, employee unions, the Probation Commission, the United States Department of Justice, the Federal Bureau of Investigation, civil rights organizations, community based organizations, and other outside entities.
- 3.7 Performing thorough analyses and reviews of selected Probation Department internal investigations to determine whether Probation Department 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.
- 3.8 Reviewing selected Probation Department internal investigations and studying best practices from probation departments in other jurisdictions in order to develop and improve policies, practices, and procedures to ensure that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough, and impartial.
- 3.9 Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion

with regard to integrity, conduct, and other issues that frequently are the subject of discipline.

- 3.10 Setting the operational philosophy of OIR as it relates to the Probation Department to ensure that the needs and goals of the community, the Board of Supervisors, the Probation Department, and the staff are met.

#### **4.0 OIR- OTHER FUNCTIONS**

- 4.1 The Board of Supervisors may from time to time modify or expand the functions of OIR, including but not limited to reviewing investigations related to County departments other than the Sheriff's Department and Probation Department. As such, OIR, under the direction of the Chief Attorney, may perform any and all other independent review functions and specialized legal services as directed by the Board of Supervisors and as agreed to by OIR.

#### **5.0 TERM**

- 5.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate on June 30, 2013, unless sooner extended or terminated as provided herein.
- 5.2 Either party may, at its sole option and discretion, terminate this Agreement, for any or no reason whatsoever, by giving the other party no less than thirty (30) days advance written notice of such termination.

#### **6.0 COMPENSATION AND EXPENSES**

- 6.1 The OIR Attorney shall be paid an annual amount of \$178,226 for 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.
- 6.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the OIR Attorney will be comparable to the time a full-time County employee is expected to devote to the County.

- 6.3 In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after July 1 of any given year during the term of this Agreement, such general percentage adjustment may 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 and shall be at the sole discretion of the County.
- 6.4 Payments of the Annual Compensation Amount by the County to the OIR Attorney shall be made in twelve (12) monthly installments within ten (10) business days after the first day of each month during the term of this Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) business 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:
- Office of County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012
- 6.5 In addition to the Annual Compensation Amount, the County shall pay the OIR Attorney the sum of \$150 for each full hour worked by the OIR Attorney in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, of this Agreement, unless the OIR Attorney otherwise agrees to perform such services at no cost to the County or at an hourly rate less than the hourly rate stated above. The OIR Attorney shall submit a separate invoice for payment to the Office of County Counsel at the address above with an accounting of the number of hours worked and the nature of the work performed.

## **7.0 ACCESS TO RECORDS AND CONFIDENTIALITY**

- 7.1 The OIR Attorney shall have an attorney-client relationship with the County of Los Angeles, the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, when performing the special legal services provided pursuant to this Agreement.
- 7.2 As special counsel to the County of Los Angeles, the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, 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 the OIR Attorney's services and responsibilities pursuant to this Agreement.
- 7.3 All communications and reports to the County, including to the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, 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.
- 7.4 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney, and not by the OIR Attorney or staff.
- 7.5 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.

7.6 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) business 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.

**8.0 COUNTY ADMINISTRATION**

8.1 The County Chief Executive Officer and/or County Counsel shall serve as the County Contract Manager(s) for purposes of this Agreement.

**9.0 NO ASSIGNMENT OR DELEGATION**

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

9.2 All services and duties of the OIR Attorney pursuant to this Agreement shall be the sole responsibility of the OIR Attorney, and such services and duties 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 and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the OIR Attorney, reviewed and approved by County Counsel, agreeing to abide by the terms of this Agreement, including all requirements of confidentiality.

9.3 No person assisting the OIR Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.

9.4 The OIR Attorney shall be responsible for all assisting staff who are not County employees.

9.5 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney in charge of OIR.

**10.0 INDEPENDENT CONTRACTOR STATUS**

- 10.1 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.
- 10.2 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.

**11.0 INDEMNIFICATION**

- 11.1 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.
- 11.2 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.

**12.0 OFFICE SPACE, EQUIPMENT, AND STAFF SUPPORT**

- 12.1 The County agrees to provide the OIR Attorney, at no cost to the OIR Attorney, office space, equipment, and staff support and assistance as may be mutually agreed upon by the Chief Attorney, the OIR Attorney, and the County Contract Managers. Any and all other office space, equipment, and/or staff support assistance utilized by the OIR Attorney in



**AGREEMENT FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

IN WITNESS WHEREOF, the OIR Attorney has executed this Agreement, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

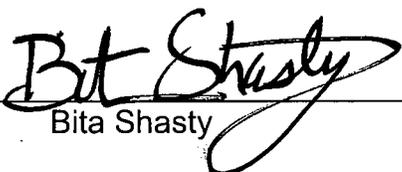
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

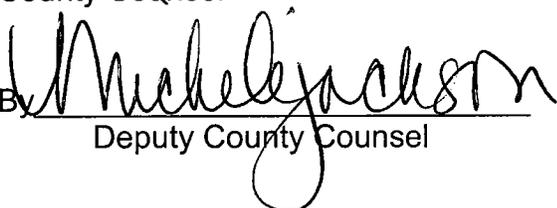
ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

OIR ATTORNEY

By  \_\_\_\_\_  
Bita Shasty

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

**AGREEMENT FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

This Agreement for Special Legal Services ("Agreement") is entered into as of \_\_\_\_\_, 2010 by and between the County of Los Angeles ("County") and Walter W. Katz ("OIR Attorney") for the purpose of providing for the services of OIR Attorney for the Office of Independent Review ("OIR").

RECITALS

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

WHEREAS, the Chief Probation Officer 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 may from time to time desire to expand the function of OIR to include oversight of additional County departments, including but not limited to a department's internal affairs operations; and

WHEREAS, on August 10, 2010, the Board of Supervisors expanded the function of OIR by directing OIR to perform an assessment of the investigative functions of the Department of Children and Family Services; and

WHEREAS, pursuant to California Government Code Section 31000, the Board of Supervisors has the authority to contract for specialized services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the OIR Attorney agree as follows:

**1.0 GENERAL SCOPE OF SERVICES – OIR ATTORNEY**

- 1.1 The OIR Attorney shall, subject to the coordination and guidance of the Chief Attorney, assist in the oversight and coordination of the independent review process and functions of OIR and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.
- 1.2 The OIR Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney in charge of OIR.
- 1.3 The OIR Attorney represents and warrants to the County, and the County relies upon 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.

**2.0 OIR - SHERIFF'S DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Sheriff's Department coming within the purview of OIR, including but not limited to the following:

- 2.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors, the Sheriff, the Executive Planning Council, and the Special Counsel.
- 2.2 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 OIR as it relates to the Sheriff's Department to ensure that investigations are complete, effective, and fair.
- 2.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 2.4 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 OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 2.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Sheriff's Department.
- 2.6 Establishing and maintaining liaison with the District Attorney, Sheriff's Department Executives, Special Counsel, Los Angeles County Ombudsman, Department Units, County Counsel, employee unions, the United States Attorney, the Federal Bureau of Investigation, civil rights organizations, community-based organizations, and other outside entities.
- 2.7 Performing thorough analyses and reviews of selected Sheriff's Department internal investigations to determine whether Sheriff's Department 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.

- 2.8 Reviewing selected Sheriff's Department internal 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.
- 2.9 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.
- 2.10 Setting the operational philosophy of the Office of Independent Review as it relates to the Sheriff's Department to ensure that the needs and goals of the community, the Board of Supervisors, the Sheriff's Department, and the staff are met.
- 2.11 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.

### **3.0 OIR – PROBATION DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Probation Department coming within the purview of OIR, including but not limited to the following:

- 3.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors and the Chief Probation Officer.
- 3.2 Assisting in the initiation, structuring, and development of ongoing internal investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any such other investigation falling within the purview of the OIR to ensure that investigations are complete, effective, and fair.

- 3.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 3.4 Monitoring ongoing investigations and reviewing completed investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any other such investigations falling within the purview of OIR as it relates to the Probation Department to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 3.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Probation Department.
- 3.6 Establishing and maintaining liaison with the District Attorney, Probation Executives, Los Angeles County Ombudsman, Probation Units and Facilities, County Counsel, employee unions, the Probation Commission, the United States Department of Justice, the Federal Bureau of Investigation, civil rights organizations, community based organizations, and other outside entities.
- 3.7 Performing thorough analyses and reviews of selected Probation Department internal investigations to determine whether Probation Department 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.
- 3.8 Reviewing selected Probation Department internal investigations and studying best practices from probation departments in other jurisdictions in order to develop and improve policies, practices, and procedures to ensure that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough, and impartial.
- 3.9 Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion

with regard to integrity, conduct, and other issues that frequently are the subject of discipline.

- 3.10 Setting the operational philosophy of OIR as it relates to the Probation Department to ensure that the needs and goals of the community, the Board of Supervisors, the Probation Department, and the staff are met.

#### **4.0 OIR- OTHER FUNCTIONS**

- 4.1 The Board of Supervisors may from time to time modify or expand the functions of OIR, including but not limited to reviewing investigations related to County departments other than the Sheriff's Department and Probation Department. As such, OIR, under the direction of the Chief Attorney, may perform any and all other independent review functions and specialized legal services as directed by the Board of Supervisors and as agreed to by OIR.

#### **5.0 TERM**

- 5.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate on June 30, 2013, unless sooner extended or terminated as provided herein.
- 5.2 Either party may, at its sole option and discretion, terminate this Agreement, for any or no reason whatsoever, by giving the other party no less than thirty (30) days advance written notice of such termination.

#### **6.0 COMPENSATION AND EXPENSES**

- 6.1 The OIR Attorney shall be paid an annual amount of \$178,226 for 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.
- 6.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the OIR Attorney will be comparable to the time a full-time County employee is expected to devote to the County.

- 6.3 In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after July 1 of any given year during the term of this Agreement, such general percentage adjustment may 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 and shall be at the sole discretion of the County.
- 6.4 Payments of the Annual Compensation Amount by the County to the OIR Attorney shall be made in twelve (12) monthly installments within ten (10) business days after the first day of each month during the term of this Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) business 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:
- Office of County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012
- 6.5 In addition to the Annual Compensation Amount, the County shall pay the OIR Attorney the sum of \$150 for each full hour worked by the OIR Attorney in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, of this Agreement, unless the OIR Attorney otherwise agrees to perform such services at no cost to the County or at an hourly rate less than the hourly rate stated above. The OIR Attorney shall submit a separate invoice for payment to the Office of County Counsel at the address above with an accounting of the number of hours worked and the nature of the work performed.

## **7.0 ACCESS TO RECORDS AND CONFIDENTIALITY**

- 7.1 The OIR Attorney shall have an attorney-client relationship with the County of Los Angeles, the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, when performing the special legal services provided pursuant to this Agreement.
- 7.2 As special counsel to the County of Los Angeles, the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, 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 the OIR Attorney's services and responsibilities pursuant to this Agreement.
- 7.3 All communications and reports to the County, including to the Board of Supervisors, the Sheriff, the Chief Probation Officer, and any other County department head, as applicable, 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.
- 7.4 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney, and not by the OIR Attorney or staff.
- 7.5 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.

7.6 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) business 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.

#### **8.0 COUNTY ADMINISTRATION**

8.1 The County Chief Executive Officer and/or County Counsel shall serve as the County Contract Manager(s) for purposes of this Agreement.

#### **9.0 NO ASSIGNMENT OR DELEGATION**

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

9.2 All services and duties of the OIR Attorney pursuant to this Agreement shall be the sole responsibility of the OIR Attorney, and such services and duties 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 and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the OIR Attorney, reviewed and approved by County Counsel, agreeing to abide by the terms of this Agreement, including all requirements of confidentiality.

9.3 No person assisting the OIR Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.

9.4 The OIR Attorney shall be responsible for all assisting staff who are not County employees.

9.5 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney in charge of OIR.

## **10.0 INDEPENDENT CONTRACTOR STATUS**

- 10.1 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.
- 10.2 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.

## **11.0 INDEMNIFICATION**

- 11.1 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.
- 11.2 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.

## **12.0 OFFICE SPACE, EQUIPMENT, AND STAFF SUPPORT**

- 12.1 The County agrees to provide the OIR Attorney, at no cost to the OIR Attorney, office space, equipment, and staff support and assistance as may be mutually agreed upon by the Chief Attorney, the OIR Attorney, and the County Contract Managers. Any and all other office space, equipment, and/or staff support assistance utilized by the OIR Attorney in



**AGREEMENT FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

IN WITNESS WHEREOF, the OIR Attorney has executed this Agreement, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

OIR ATTORNEY

By  \_\_\_\_\_  
Walter W. Katz

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

**AGREEMENT FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

This Agreement for Special Legal Services ("Agreement") is entered into as of \_\_\_\_\_, 2010 by and between the County of Los Angeles ("County") and Diana M. Teran ("OIR Attorney") for the purpose of providing for the services of OIR Attorney for the Office of Independent Review ("OIR").

RECITALS

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

WHEREAS, the Chief Probation Officer 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 may from time to time desire to expand the function of OIR to include oversight of additional County departments, including but not limited to a department's internal affairs operations; and

WHEREAS, on August 10, 2010, the Board of Supervisors expanded the function of OIR by directing OIR to perform an assessment of the investigative functions of the Department of Children and Family Services; and

WHEREAS, pursuant to California Government Code Section 31000, the Board of Supervisors has the authority to contract for specialized services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the OIR Attorney agree as follows:

**1.0 GENERAL SCOPE OF SERVICES – OIR ATTORNEY**

- 1.1 The OIR Attorney shall, subject to the coordination and guidance of the Chief Attorney, assist in the oversight and coordination of the independent review process and functions of OIR and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.
- 1.2 The OIR Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney in charge of OIR.
- 1.3 The OIR Attorney represents and warrants to the County, and the County relies upon 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.

**2.0 OIR - SHERIFF'S DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Sheriff's Department coming within the purview of OIR, including but not limited to the following:

- 2.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors, the Sheriff, the Executive Planning Council, and the Special Counsel.
- 2.2 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 OIR as it relates to the Sheriff's Department to ensure that investigations are complete, effective, and fair.
- 2.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 2.4 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 OIR to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 2.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Sheriff's Department.
- 2.6 Establishing and maintaining liaison with the District Attorney, Sheriff's Department Executives, Special Counsel, Los Angeles County Ombudsman, Department Units, County Counsel, employee unions, the United States Attorney, the Federal Bureau of Investigation, civil rights organizations, community-based organizations, and other outside entities.
- 2.7 Performing thorough analyses and reviews of selected Sheriff's Department internal investigations to determine whether Sheriff's Department 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.

- 2.8 Reviewing selected Sheriff's Department internal 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.
- 2.9 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.
- 2.10 Setting the operational philosophy of the Office of Independent Review as it relates to the Sheriff's Department to ensure that the needs and goals of the community, the Board of Supervisors, the Sheriff's Department, and the staff are met.
- 2.11 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.

### **3.0 OIR – PROBATION DEPARTMENT**

OIR, under the direction of the Chief Attorney, shall perform duties and functions related to the Probation Department coming within the purview of OIR, including but not limited to the following:

- 3.1 Providing periodic status reports on all investigations and significant matters within the purview of OIR to the Board of Supervisors and the Chief Probation Officer.
- 3.2 Assisting in the initiation, structuring, and development of ongoing internal investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any such other investigation falling within the purview of the OIR to ensure that investigations are complete, effective, and fair.

- 3.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 3.4 Monitoring ongoing investigations and reviewing completed investigations conducted by the Probation Department's Office of Internal Affairs and Child Abuse Special Investigations Unit, and any other such investigations falling within the purview of OIR as it relates to the Probation Department to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 3.5 Making recommendations of disposition and discipline, if founded, for all investigations falling within the purview of OIR as it relates to the Probation Department.
- 3.6 Establishing and maintaining liaison with the District Attorney, Probation Executives; Los Angeles County Ombudsman, Probation Units and Facilities, County Counsel, employee unions, the Probation Commission, the United States Department of Justice, the Federal Bureau of Investigation, civil rights organizations, community based organizations, and other outside entities.
- 3.7 Performing thorough analyses and reviews of selected Probation Department internal investigations to determine whether Probation Department 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.
- 3.8 Reviewing selected Probation Department internal investigations and studying best practices from probation departments in other jurisdictions in order to develop and improve policies, practices, and procedures to ensure that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough, and impartial.
- 3.9 Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion

with regard to integrity, conduct, and other issues that frequently are the subject of discipline.

- 3.10 Setting the operational philosophy of OIR as it relates to the Probation Department to ensure that the needs and goals of the community, the Board of Supervisors, the Probation Department, and the staff are met.

#### **4.0 OIR- OTHER FUNCTIONS**

- 4.1 The Board of Supervisors may from time to time modify or expand the functions of OIR, including but not limited to reviewing investigations related to County departments other than the Sheriff's Department and Probation Department. As such, OIR, under the direction of the Chief Attorney, may perform any and all other independent review functions and specialized legal services as directed by the Board of Supervisors and as agreed to by OIR.

#### **5.0 TERM**

- 5.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate on June 30, 2013, unless sooner extended or terminated as provided herein.
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**AGREEMENT FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

IN WITNESS WHEREOF, the OIR Attorney has executed this Agreement, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

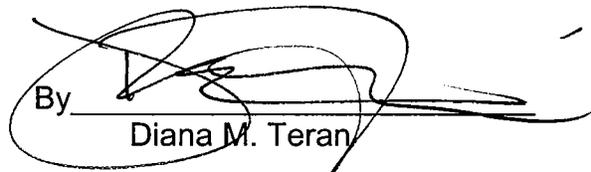
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

OIR ATTORNEY

By   
Diana M. Teran

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy County Counsel