County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.co.la.ca.us

DAVID E. JANSSEN
Chief Administrative 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

September 28, 2004

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)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign special legal services agreements with Michael Gennaco, Benjamin Jones, Robert Miller, Ray Jurado, Ilana Rosenzweig, and Stephen Connolly to fill the six attorney positions for the Office of Independent Review associated with the Sheriff Department. Proposed agreements will take effect for a period of three years with the base annual compensation amount not exceed $1,025,000 for all services performed, plus actual and necessary expenses incurred. The annual compensation amount shall be increased by two and one-half percent (2-1/2%) effective January 1, 2005 and January 1, 2006, and increased by the County's general percentage salary movement on or after January 1, 2007.

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 intra-departmental misconduct in the Sheriff's Department, including those which constitute criminal conduct, are investigated and reviewed in a fair, thorough, and impartial manner. In 2001, legal services agreements were executed with six attorneys to perform the services for the OIR.

Current agreements with the OIR attorneys will begin to expire on September 30, 2004. In order to retain special legal services provided by the OIR attorneys, we are recommending that the attached agreements be approved.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action is consistent with the Strategic Plan Goal of Organizational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented.

FISCAL IMPACT/FINANCING

The proposed agreements provide that the OIR attorneys shall be paid a base annual compensation amount of $1,025,000 for all services performed, plus actual and necessary expenses incurred. In addition, the annual compensation amount shall be increased by two and one-half percent (2-1/2%) effective January 1, 2005, and January 2006. In the event the Board approves a general percentage salary adjustment for County employees on or after January 1, 2007, such general percentage salary adjustment shall be provided to the OIR attorneys.

Funding is included in the Sheriff's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

OIR provides independent civilian oversight of the Sheriff's Department administrative and criminal investigations, makes recommendations regarding the outcome of administrative investigations, and provides independent counsel to the Board and the Sheriff concerning Sheriff's Department internal investigations.

Pursuant to 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:ADC
AY:lbm

Attachments (Six Agreements)

c: Sheriff
Auditor-Controller
County Counsel

OIR Agreements.bl

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____ ___, 2004 by and between the County of Los Angeles ("County") and Michael J. Gennaco (hereinafter referred to as "Chief Attorney") for the purpose of providing for the services of a Chief Attorney 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 intra-departmental 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 intra-departmental 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 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 Chief Attorney has been determined to be uniquely qualified to serve as such a resource,

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

1. Scope of Services - Chief Attorney, OIR

The Chief Attorney shall, during the term of this Agreement, serve as Chief Attorney for the OIR, shall oversee and coordinate 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 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, Sheriff's Department Executives, Special Counsel, L.A. 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.

- Serving as lead counsel and coordinating the work of the other OIR attorneys.

- Setting internal operational policies, procedures and decision-making processes for the workings of the OIR, with input from the other OIR attorneys.

- Making recommendations to the Board of Supervisors regarding contracts for special legal services with other OIR attorneys.

- 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 intra-departmental 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 October 2, 2004, and extending to and including September 30, 2007.

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.

Chief Attorney shall be paid an annual amount of $205,000.00 for all services performed ("Annual Compensation Amount"), plus actual and necessary expenses

incurred by Chief 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, 2005 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $210,125.00, and

b) effective January 1, 2006 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $215,378.12.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2007 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 Chief 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, California 90012.

4. Access to Records and Confidentiality.

Chief 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, Chief 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 his 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 Chief 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 Evidence Code Section 1040.

All internal observations and determinations by the Chief 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 Chief Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) 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 Administrative Officer and/or County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation.

This Agreement shall not be assignable by Chief 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 Chief Attorney pursuant to this Agreement are solely the responsibility of the Chief Attorney, and may not be delegated without the prior written consent of County. Any person not employed by the County whose services are utilized by Chief Attorney, with such prior written consent, to assist in the performance of Chief Attorney's services pursuant to this Agreement shall, prior to performing any 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 Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude. Chief Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to

County pursuant to this Agreement shall be made or submitted only by Chief Attorney, not by his assisting staff.

7. Independent Contractor Status.

Chief Attorney is not, nor shall he or any of his employees or agents be deemed for any purposes, an employee of the County; nor shall Chief Attorney, his employees or agents be entitled to any rights, benefits, or privileges of County employees.

Chief 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 Chief Attorney under this Agreement.

Chief Attorney represents and warrants to County, and County relies on such representation and warranty, that Chief Attorney has the necessary skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. County and Chief Attorney understand and agree that Chief 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 County pursuant to this Agreement.

8. Indemnification.

In consideration of the benefit to County of the specialized legal assistance and independent review services to be provided by Chief Attorney pursuant to this Agreement, County agrees to indemnify, defend and hold Chief Attorney harmless from claims of liability resulting from acts and omissions of Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement,

to the same extent as if Chief Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

Except as specifically provided herein, Chief Attorney agrees to indemnify, defend and hold 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 Chief Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Chief Attorney by any person.

9. Office Space, Equipment and Staff Support.

County agrees to provide Chief Attorney, at no cost to Chief 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 Chief Attorney and County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by Chief Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of Chief Attorney.

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, California 90012

With a copy to:

Chief Administrative Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Chief Attorney: Michael J. Gennaco
4900 S. Eastern Avenue
City of Commerce, CA 90040

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

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

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairperson
Board of Supervisors

CHIEF ATTORNEY

_____
Michael J. Gennaco

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Deputy

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2004, by and between the County of Los Angeles ("County") and Benjamin Jones (hereinafter referred to as "Deputy Chief 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 intra-departmental 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 intra-departmental 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 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 Deputy Chief OIR Attorney has been determined to be uniquely qualified to serve as such a resource,

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

1. Scope of Services - Deputy Chief OIR Attorney.

The Deputy Chief OIR Attorney shall, during the term of this Agreement and subject to the coordination and guidance of the Chief Attorney in Charge 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, 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, Sheriff's Department Executives, Special Counsel, L.A. 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 intra-departmental 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 October 2, 2004, and extending to and including September 30, 2007.

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 Deputy Chief OIR Attorney shall be paid an annual amount of $179,375.00 for all services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Deputy Chief 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, 2005 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $183,859.37, and

b) effective January 1, 2006 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $188,455.85.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2007 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 Deputy Chief OIR Attorney shall be made in twelve (12) 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, California 90012.

4. Access to Records and Confidentiality.

Deputy Chief 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, Deputy Chief 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 his services and responsibilities pursuant to this Agreement.

All communications and reports to the County, including the Board of Supervisors and Sheriff, shall be submitted on a confidential attorney-client basis. Any public reports by OIR 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 or his or her duties and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040.

All internal observations and determinations by the Deputy Chief OIR Attorney in the performance of the specialized legal assistance and internal 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 Deputy Chief OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) 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 Administrative Officer and/or County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation.

This Agreement shall not be assignable by Deputy Chief 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 Deputy Chief OIR Attorney pursuant to this Agreement are solely the responsibility of the Deputy Chief OIR Attorney, and may not be delegated without the prior written consent of County. Any person not employed by County whose services are utilized by Deputy Chief OIR Attorney, with such prior written consent, to assist in the performance of the Deputy Chief 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 Deputy Chief OIR Attorney shall have a criminal record of conviction of a crime or any crime of moral turpitude. Deputy Chief Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to County pursuant to this Agreement shall be made or submitted only by Chief Attorney, OIR.

7. Independent Contractor Status.

Deputy Chief OIR Attorney is not, nor shall he or any of his employees or agents be deemed for any purposes, an employee of the County; nor shall Deputy Chief OIR Attorney, his employees or agents be entitled to any rights, benefits, or privileges of County employees.

Deputy Chief 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 Deputy Chief OIR Attorney under this Agreement.

Deputy Chief OIR Attorney represents and warrants to County, and County relies on such representation and warranty, that Deputy Chief OIR Attorney has the necessary skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. County and Deputy Chief OIR Attorney understand and agree that Deputy Chief 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 County pursuant to this Agreement.

8. Indemnification.

In consideration of the benefit to County of the specialized legal assistance and independent review services to be provided by Deputy Chief OIR Attorney pursuant to this Agreement, County agrees to indemnify, defend and hold Deputy Chief OIR Attorney harmless from claims of liability resulting from acts and omissions of Deputy Chief OIR Attorney in the performance of services provided within the scope of services

required pursuant to this Agreement, to the same extent as if Deputy Chief OIR Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

Except as specifically provided herein, Deputy Chief OIR Attorney agrees to indemnify, defend and hold 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 Deputy Chief OIR Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Deputy Chief OIR Attorney by any person.

9. Office Space, Equipment, and Staff Support.

County agrees to provide Deputy Chief OIR Attorney, at no cost to Deputy Chief 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 Deputy Chief OIR Attorney and County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by Deputy Chief OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of Deputy Chief OIR Attorney.

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, California 90012

With a copy to:

Chief Administrative Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Deputy Chief OIR Attorney: Benjamin Jones
Office of Independent Review
4900 S. Eastern Avenue
City of Commerce, CA 90040

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

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

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairperson
Board of Supervisors

DEPUTY CHIEF OIR ATTORNEY

_____
Benjamin Jones

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Deputy

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2004, by and between the County of Los Angeles ("County") and Robert Miller (hereinafter referred to as "Deputy Chief 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 intra-departmental 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 intra-departmental 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 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 Deputy Chief OIR Attorney has been determined to be uniquely qualified to serve as such a resource,

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

1. Scope of Services - Deputy Chief OIR Attorney.

The Deputy Chief OIR Attorney shall, during the term of this agreement and subject to the coordination and guidance of the Chief Attorney in Charge 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 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, Sheriff's Department Executives, Special Counsel, L.A. 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 intra-departmental 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 October 16, 2004, and extending to and including September 30, 2007.

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 Deputy Chief OIR Attorney shall be paid an annual amount of $179,375.00 for all services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Deputy Chief 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, 2005 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $183,859.37, and

b) effective January 1, 2006 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $188,455.85.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2007 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 Deputy Chief OIR Attorney shall be made in twelve (12) 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, California 90012.

4. Access to Records and Confidentiality.

Deputy Chief 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, Deputy Chief 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 his services and responsibilities pursuant to this Agreement.

All communications and reports to the County, including the Board of Supervisors and Sheriff, shall be submitted on a confidential attorney-client basis. Any public reports by OIR 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 or his or her duties and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040.

All internal observations and determinations by the Deputy Chief OIR Attorney in the performance of the specialized legal assistance and internal 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 Deputy Chief OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) 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 Administrative Officer and/or County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation.

This Agreement shall not be assignable by Deputy Chief 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 Deputy Chief OIR Attorney pursuant to this Agreement are solely the responsibility of the Deputy Chief OIR Attorney, and may not be delegated without the prior written consent of County. Any person not employed by County whose services are utilized by Deputy Chief OIR Attorney, with such prior written consent, to assist in the performance of the Deputy Chief 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 Deputy Chief shall have a criminal record of conviction of a crime or any crime of moral turpitude. Deputy Chief Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to County pursuant to this Agreement shall be made or submitted only by Chief Attorney, OIR.

7. Independent Contractor Status.

Deputy Chief OIR Attorney is not, nor shall he or any of his employees or agents be deemed for any purposes, an employee of the County; nor shall Deputy Chief OIR Attorney, his employees or agents be entitled to any rights, benefits, or privileges of County employees.

Deputy Chief 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 Deputy Chief OIR Attorney under this Agreement.

Deputy Chief OIR Attorney represents and warrants to County, and County relies on such representation and warranty, that Deputy Chief OIR Attorney has the necessary skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. County and Deputy Chief OIR Attorney understand and agree that Deputy Chief 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 County pursuant to this Agreement.

8. Indemnification.

In consideration of the benefit to County of the specialized legal assistance and independent review services to be provided by Deputy Chief OIR Attorney pursuant to this Agreement, County agrees to indemnify, defend and hold Deputy Chief OIR Attorney harmless from claims of liability resulting from acts and omissions of Deputy Chief OIR Attorney in the performance of services provided within the scope of services

required pursuant to this Agreement, to the same extent as if Deputy Chief OIR Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

Except as specifically provided herein, Deputy Chief OIR Attorney agrees to indemnify, defend and hold 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 Deputy Chief OIR Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Deputy Chief OIR Attorney by any person.

9. Office Space, Equipment, and Staff Support.

County agrees to provide Deputy Chief OIR Attorney, at no cost to Deputy Chief 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 Deputy Chief OIR Attorney and County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by Deputy Chief OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of Deputy Chief OIR Attorney.

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, California 90012

With a copy to:

Chief Administrative Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

To Deputy Chief OIR Attorney:

Robert Miller
Office of Independent Review
4900 S. Eastern Avenue
City of Commerce, CA 90040

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

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

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairperson
Board of Supervisors

DEPUTY CHIEF OIR ATTORNEY

_____
Robert Miller

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Deputy

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2004, by and between the County of Los Angeles ("County") and Ilana B. Rosenzweig (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 her duties and obligations to investigate allegations of intra-departmental 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 intra-departmental 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 Government Code Section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of her 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 in Charge 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 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, Sheriff's Department Executives, Special Counsel, L.A. 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 intra-departmental 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.

The term of this Agreement shall be for a period of three (3) years, unless otherwise amended or terminated earlier as provided herein, commencing October 1, 2004, and extending to and including September 30, 2007.

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 $153,750.00 for all services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Deputy Chief 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, 2005 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $157,593.75, and

b) effective January 1, 2006 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $161,533.59.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2007 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 OIR Attorney shall be made in twelve (12) 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, California 90012.

4. Access to Records and Confidentiality.

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, 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 his 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 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 OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) 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 Administrative Officer and/or County Counsel will serve as 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 County. Any person not employed by 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. OIR Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to 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 County, and 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. County and the 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 County pursuant to this Agreement.

8. Indemnification.

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

Except as specifically provided herein, Chief Attorney agrees to indemnify, defend and hold 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 Chief Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Chief Attorney by any person.

9. Office Space, Equipment, and Staff Support.

County agrees to provide OIR Attorney, at no cost to 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 OIR Attorney and County's Contract Managers. Any and all other office space, equipment and/or staff support and assistance utilized by OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of OIR Attorney.

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, California 90012
With a copy to:	Chief Administrative Officer 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
To OIR Attorney:	Ilana B. Rosenzweig Office of Independent Review 4900 S. Eastern Avenue City of Commerce, CA 90040

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

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

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairperson
Board of Supervisors

OIR ATTORNEY

_____
Ilana B. Rosenzweig

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By _____
Deputy

AGREEMENT FOR SPECIAL LEGAL SERVICES

OFFICE OF INDEPENDENT REVIEW

This Agreement for Special Legal Services ("Agreement") is entered into as of _____, 2004, by and between the County of Los Angeles ("County") and Stephen J. Connolly (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 intra-departmental 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 intra-departmental 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 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 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, L.A. 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 intra-departmental 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.

The term of this Agreement shall be for a period of three (3) years, unless otherwise amended or terminated earlier as provided herein, commencing October 1, 2004, and extending to and including September 30, 2007.

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.

OIR Attorney shall be paid an annual amount of $153,750.00 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, 2005 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $157,593.75, and

b) effective January 1, 2006 by two and one-half percent (2-1/2%), resulting in an Annual Compensation Amount of $161,533.59.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2007 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, California 90012.

4. Access to Records and Confidentiality.

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, 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 his 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 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 OIR Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) 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. <u>County's Contract Managers</u>.

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

6. <u>No Assignment or Delegation</u>.

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 County. Any person not employed by 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. OIR Attorney shall be responsible for all assisting staff who are not County employees. All communications and reports to County pursuant to this Agreement shall be made or submitted only by Chief Attorney, OIR.

7. Independent Contractor Status.

The OIR Attorney is not, nor shall he or any of his employees or agents be deemed for any purposes, an employee of the County; nor shall the OIR Attorney, his 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 County, and 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. County and the 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 County pursuant to this Agreement.

8. Indemnification.

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

Except as specifically provided herein, Chief Attorney agrees to indemnify, defend and hold 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 Chief Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Chief Attorney by any person.

9. Office Space, Equipment, and Staff Support.

County agrees to provide OIR Attorney, at no cost to 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 by OIR Attorney and County's Contract Managers. Any and all other office space, equipment and/or staff

support and assistance utilized by OIR Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of OIR Attorney.

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, California 90012
With a copy to:	Chief Administrative Officer 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
To OIR Attorney:	Stephen J. Connolly Office of Independent Review 4900 S. Eastern Avenue City of Commerce, CA 90040

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

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

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairperson
Board of Supervisors

OIR ATTORNEY

_____
Stephen J. Connolly

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By _____
Deputy