



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

September 28, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 September 28, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

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

SUBJECT

This is a recommendation to renew 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 Chief Attorney Michael Gennaco, Deputy Chief Attorney Robert Miller, Deputy Chief Attorney Julie Ruhlin, Office of Independent Review Attorney Angelica Arias, and Office of Independent Review Attorney Cynthia Hernandez, to fill five of the eight 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 from October 1, 2010 through June 30, 2013, with a total base annual compensation amount not to exceed \$1,009,946, plus actual and necessary expenses incurred.
2. Delegate authority to the Chief Executive Officer to execute all amendments to the Agreements for Special Legal Services that are necessary to implement

“To Enrich Lives Through Effective And Caring Service”

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Intra-County Correspondence Sent Electronically Only**

Board directives regarding the functions and scope of services of the Office of Independent Review.

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).

The current agreements with OIR attorneys will expire on September 30, 2010. In order to retain the special legal services provided by OIR attorneys, we are recommending that the attached five Agreements for Special Legal Services (Agreements) be approved.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal 1: Operational Effectiveness; Goal 2: Children, Family and Adult Well-Being; and Goal 5: Public Safety. The expansion of services provided by OIR will help enhance the County's ability to protect the well-being and safety of its citizens, clients, and employees.

FISCAL IMPACT/FINANCING

The proposed Agreements provide that OIR attorneys are to be paid a combined total base annual compensation amount not to exceed \$1,009,946, plus actual and necessary expenses incurred. Sufficient funding is included in the LASD and Probation fiscal year (FY) 2010-11 Adopted Budget. One-time funding for the DCFS assessment is included in the Executive Office of the Board of Supervisors FY 2010-11 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreements shall be from October 1, 2010 to 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 OIR attorneys receive the following base annual compensation: Chief Attorney - \$237,634; Deputy Chief Attorney - \$207,930; and 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.

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 rates are as follows: Chief Attorney - \$200; Deputy Chief Attorney - \$175; OIR Attorney - \$150.

It is anticipated that, when OIR is fully staffed, LASD will utilize two Deputy Chief Attorneys and three OIR Attorneys, and that Probation will utilize one Deputy Chief Attorney and one OIR Attorney in the performance of services by OIR. When the remaining three vacancies are filled, a recommendation for approval to fill the vacancies will be submitted to your Board.

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, 7th Floor
Los Angeles, CA 90012
2. Sheriff's Department
Fiscal Services
4700 Ramona Blvd., 3rd Floor
Monterey Park, CA 91754
3. Office of the County Counsel
Attention: Roger Granbo, Assistant County Counsel
500 West Temple Street, 6th 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
September 28, 2010
Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', with a horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:EFS
GS:LG: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 September 28, 2010, by and between the County of Los Angeles ("County") and Michael J. Gennaco ("Chief Attorney") for the purpose of providing for the services of Chief 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

77422

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 Chief 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 Chief Attorney agree as follows:

1.0 GENERAL SCOPE OF SERVICES – CHIEF ATTORNEY, OIR

- 1.1 The Chief Attorney 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.
- 1.2 The Chief Attorney shall serve as lead counsel for OIR and shall coordinate, and be responsible for, the work of other OIR attorneys.
- 1.3 The Chief Attorney shall set internal operational policies, procedures, and decision-making processes for the workings of OIR, with input from other OIR attorneys.
- 1.4 The Chief Attorney shall make recommendations to the Board of Supervisors regarding contracts for special legal services with other OIR attorneys.
- 1.5 The County and the Chief Attorney understand and agree that the Chief Attorney shall be wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, deliverables, objectives, and/or purposes as specified and/or requested by the County pursuant to this Agreement.

1.6 The Chief Attorney represents and warrants to the County, and the County relies upon such representation and warranty, that the Chief 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 on October 1, 2010 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 Chief Attorney shall be paid an annual amount of \$237,634 for services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the 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.
- 6.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the Chief 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 Chief 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 Chief Attorney the sum of \$200 for each full hour worked by the Chief Attorney in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, of this Agreement, unless the Chief 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 Chief 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 Chief 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, 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 the Chief 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 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 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 any other OIR attorney or staff.
- 7.5 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.
- 7.6 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) 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 Chief 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 Chief Attorney pursuant to this Agreement shall be the sole responsibility of the Chief 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 Chief Attorney, with such prior written consent, to assist in the performance of the Chief Attorney's services and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the Chief 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 Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.
- 9.4 The Chief 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, not by his assisting staff.

10.0 INDEPENDENT CONTRACTOR STATUS

- 10.1 The 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 the Chief Attorney, his employees or agents, be entitled to any rights, benefits, or privileges of County employees.
- 10.2 The 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 the Chief 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 Chief Attorney pursuant to this Agreement, the County agrees to indemnify, defend, and hold the Chief Attorney harmless from claims of liability resulting from acts and omissions of the Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the Chief Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.
- 11.2 Except as specifically provided herein, the Chief 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 Chief Attorney, including any

workers' compensation claims, liability, or expense arising from or connected with services performed by or on behalf of the Chief Attorney by any person.

12.0 OFFICE SPACE, EQUIPMENT AND STAFF SUPPORT

12.1 The County agrees to provide the Chief Attorney, at no cost to the Chief Attorney, office space, equipment, and staff support as follows.

12.2 For oversight of the Sheriff's Department:

12.2.1 Three (3) support staff with the necessary secretarial, data management, and/or investigation review skills and experience to assist OIR in performance of all tasks anticipated in this Agreement.

12.2.2 Office space and furniture sufficient for the needs of the Chief Attorney, two (2) Deputy Chief Attorneys, three (3) OIR Attorneys, and three (3) support staff.

12.2.3 Vehicles for the exclusive use of the Chief Attorney, two (2) Deputy Chief Attorneys, and three (3) OIR Attorneys.

12.2.4 Cell phones, computers, printers, and related office equipment for the exclusive use of OIR.

12.2.5 Any other equipment, services, or staff assistance as may be mutually agreed upon by the Chief Attorney and the County Contract Managers.

12.3 For oversight of the Probation Department:

12.3.1 Two (2) support staff with the necessary secretarial, data management, and/or investigation review skills and experience to assist OIR in performance of all tasks anticipated in this Agreement.

12.3.2 Office space and furniture sufficient for the needs of one (1) Deputy Chief Attorney, one (1) OIR Attorney, and two (2) support staff, located within the Probation Headquarters Building.

12.3.3 Vehicles for the exclusive use of one (1) Deputy Chief OIR Attorney and one (1) OIR Attorney.

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

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

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

IN WITNESS WHEREOF, the Chief 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 *Gloria Trubian*
Chair, Board of Supervisors



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

I hereby certify that pursuant to
Section 25109 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

By *Lachelle Smitherman*
Deputy

CHIEF ATTORNEY

By *Michael J. Gennaco*
Michael J. Gennaco

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michelle Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

This Agreement for Special Legal Services ("Agreement") is entered into as of September 28, 2010 by and between the County of Los Angeles ("County") and Robert Miller ("Deputy Chief Attorney") for the purpose of providing for the services of Deputy Chief 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

77423

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 Deputy Chief 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 Deputy Chief Attorney agree as follows:

1.0 GENERAL SCOPE OF SERVICES – DEPUTY CHIEF ATTORNEY, OIR

- 1.1 The Deputy Chief 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 Deputy Chief Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney in charge of OIR.
- 1.3 The Deputy Chief Attorney represents and warrants to the County, and the County relies upon such representation and warranty, that the Deputy Chief 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 on October 1, 2010 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 Deputy Chief Attorney shall be paid an annual amount of \$207,930 for services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Deputy 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.
- 6.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the Deputy Chief 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 Deputy Chief 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 Deputy Chief Attorney the sum of \$175 for each full hour worked by the Deputy Chief Attorney in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, of this Agreement, unless the Deputy Chief 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 Deputy Chief 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 Deputy Chief 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 Deputy 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 the Deputy Chief 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 Deputy 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 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 Deputy Chief Attorney or staff.
- 7.5 All internal observations and determinations by the Deputy 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.

- 7.6 The confidentiality of all records and materials collected and used by the Deputy Chief 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 Deputy Chief 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 Deputy Chief Attorney pursuant to this Agreement shall be the sole responsibility of the Deputy Chief 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 Deputy Chief Attorney, with such prior written consent, to assist in the performance of the Deputy Chief Attorney's services and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the Deputy Chief 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 Deputy Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.
- 9.4 The Deputy Chief 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 Deputy 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 the Deputy Chief Attorney, his employees or agents, be entitled to any rights, benefits, or privileges of County employees.

10.2 The Deputy 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 the Deputy Chief 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 Deputy Chief Attorney pursuant to this Agreement, the County agrees to indemnify, defend, and hold the Deputy Chief Attorney harmless from claims of liability resulting from acts and omissions of the Deputy Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the Deputy Chief Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

11.2 Except as specifically provided herein, the Deputy Chief 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 Deputy Chief Attorney, including any workers' compensation claims, liability, or expense arising from or connected with services performed by or on behalf of the Deputy Chief Attorney by any person.

To Deputy Chief Attorney: Robert Miller
 Office of Independent Review
 4900 S. Eastern Avenue
 Commerce, CA 90040

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

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

IN WITNESS WHEREOF, the Deputy Chief 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 *Gloria Trubia*
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Rachelle Smitherman*
Deputy

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



By *Rachelle Smitherman*
Deputy

DEPUTY CHIEF ATTORNEY

By *Robert Miller*
Robert Miller

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michelle Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77423

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

This Agreement for Special Legal Services ("Agreement") is entered into as of September 28, 2010 by and between the County of Los Angeles ("County") and Julie Ruhlin ("Deputy Chief Attorney") for the purpose of providing for the services of Deputy Chief 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

77424

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 Deputy Chief 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 Deputy Chief Attorney agree as follows:

1.0 GENERAL SCOPE OF SERVICES – DEPUTY CHIEF ATTORNEY, OIR

- 1.1 The Deputy Chief 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 Deputy Chief Attorney shall serve at the direction of, and be assigned work by, the Chief Attorney in charge of OIR.
- 1.3 The Deputy Chief Attorney represents and warrants to the County, and the County relies upon such representation and warranty, that the Deputy Chief 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 on October 1, 2010 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 Deputy Chief Attorney shall be paid an annual amount of \$207,930 for services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Deputy 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.
- 6.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the Deputy Chief 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 Deputy Chief 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 Deputy Chief Attorney the sum of \$175 for each full hour worked by the Deputy Chief Attorney in connection with additional work performed pursuant to Section 4.0, OIR-Other Functions, of this Agreement, unless the Deputy Chief 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 Deputy Chief 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 Deputy Chief 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 Deputy 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 the Deputy Chief 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 Deputy 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 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 Deputy Chief Attorney or staff.
- 7.5 All internal observations and determinations by the Deputy 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.

- 7.6 The confidentiality of all records and materials collected and used by the Deputy Chief 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 Deputy Chief 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 Deputy Chief Attorney pursuant to this Agreement shall be the sole responsibility of the Deputy Chief 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 Deputy Chief Attorney, with such prior written consent, to assist in the performance of the Deputy Chief Attorney's services and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the Deputy Chief 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 Deputy Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.
- 9.4 The Deputy Chief 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 Deputy Chief 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 Deputy Chief Attorney, her employees or agents, be entitled to any rights, benefits, or privileges of County employees.

10.2 The Deputy 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 the Deputy Chief 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 Deputy Chief Attorney pursuant to this Agreement, the County agrees to indemnify, defend, and hold the Deputy Chief Attorney harmless from claims of liability resulting from acts and omissions of the Deputy Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the Deputy Chief Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.

11.2 Except as specifically provided herein, the Deputy Chief 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 Deputy Chief Attorney, including any workers' compensation claims, liability, or expense arising from or connected with services performed by or on behalf of the Deputy Chief Attorney by any person.

To Deputy Chief Attorney:

Julie Ruhlin
Office of Independent Review
4900 S. Eastern Avenue
Commerce, CA 90040

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

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

IN WITNESS WHEREOF, the Deputy Chief 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.



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

By *Rachelle Smitherman*
Deputy

COUNTY OF LOS ANGELES

By *Alvin Robina*
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Rachelle Smitherman*
Deputy

DEPUTY CHIEF ATTORNEY

By *Julie Ruhlin*
Julie Ruhlin

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michele Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77424

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

This Agreement for Special Legal Services ("Agreement") is entered into as of September 28, 2010 by and between the County of Los Angeles ("County") and Angelica Arias ("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

77425

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 on October 1, 2010 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

providing services pursuant to this Agreement shall be the sole cost and responsibility of the OIR Attorney.

12.2 All County provided equipment, office space, and staff support, and any other County provided resources, shall be used only in the provision of services under this Agreement consistent with County policies regarding use of County equipment by County employees. Such resources, including the County address and phone number, shall not be used by the OIR Attorney to solicit or provide services to any entities, other than the County.

12.3 All office space shall be vacated, and all equipment and other County resources provided hereunder shall be relinquished to County, immediately upon expiration or termination of this Agreement.

13.0 NOTICES

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

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

With a copy to: Chief Executive Officer
713 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

To OIR Attorney: Angelica Arias
Office of Independent Review
4900 S. Eastern Avenue
Commerce, CA 90040

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

**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 *Glenn Robinson*
Chair, Board of Supervisors



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

By *Lachelle Smitherman*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

77425

OIR ATTORNEY

By *Angelica Arias*
Angelica Arias

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michelle Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**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 *Gloria Trubian*
Chair, Board of Supervisors



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

By *Lachelle Smitherman*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

OIR ATTORNEY

By *Cynthia Hernandez*
Cynthia Hernandez

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michele Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

This Agreement for Special Legal Services ("Agreement") is entered into as of September 28, 2010 by and between the County of Los Angeles ("County") and Cynthia Hernandez ("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

77426

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.

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

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- 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 on October 1, 2010 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.

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- 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
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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.
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attorney work product and subject to the appropriate claims of privilege therein.

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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

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- 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 *Gloria Trubian*
Chair, Board of Supervisors



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

By *Lachelle Smitherman*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smitherman*
Deputy

OIR ATTORNEY

By *Cynthia Hernandez*
Cynthia Hernandez

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By *Michele Jackson*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 SEP 28 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER