



NATHAN J. HOCHMAN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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HALL OF JUSTICE  
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

January 14, 2025

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2726

Dear Supervisors:

**DELEGATE AUTHORITY TO  
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE  
TO EXECUTE A CONTRACT WITH A SPECIAL PROSECUTOR  
TO INVESTIGATE, PROVIDE RECOMMENDATIONS,  
AND PROSECUTE POLICE MISCONDUCT CASES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Los Angeles County District Attorney's Office (DA) requests authority to enter into a contract and hire a special prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.

**IT IS RECOMMENDED THAT THE BOARD**

1. Authorize the DA, or his designee, on behalf of the County of Los Angeles (County), and in consultation with County Counsel, to execute and if necessary, terminate a contract, with a Special Prosecutor, Michael Gennaco, effective January 14, 2025, for a term of 18 months with the authority to extend for two additional six-month options, to serve as a Special Prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.
2. Authorize the DA, or his designee, upon his determination and as necessary and appropriate, to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work, execute the two six-month options, and add, delete, or otherwise change provisions in the agreement based on the nature of the services if, in the opinion of the DA or his designee, it is in the best interest of the County to do so, subject to review and approval by County Counsel.

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

The purpose of the recommended actions is to continue the County's commitment to criminal justice. Newly elected District Attorney Hochman is committed to continue reevaluating fatal officer-involved shooting cases previously declined for prosecution. To promote public confidence in the decision-making process and the outcome of any such investigations, the DA has determined the need for a new Special Prosecutor to reevaluate, and if the facts support it, to criminally prosecute any officers whose actions unlawfully caused the death of the victims in those cases. The Special Prosecutor will take all actions necessary to investigate, and if warranted by the evidence, prosecute on behalf of the DA any potential criminal activity by law enforcement officers in the designated cases at the direction of the DA.

Michael Gennaco is well qualified to fulfill the services of a Special Prosecutor on behalf of the DA for the following reasons, among others:

Mr. Gennaco is a nationally recognized expert on law enforcement reform and accountability systems. He was the Chief Attorney of the Office of Independent Review (OIR) for Los Angeles County and is a founding Principal of OIR Group. Mr. Gennaco has performed a number of monitoring tasks, audits and reviews for a federal judge, special masters, and other governmental entities. He has assisted law enforcement entities throughout the country with constitutional policing issues, critical incident reviews, internal affairs investigations, and design of effective oversight mechanisms. Under his leadership, OIR Group has become a resource for numerous California cities grappling with officer-involved shootings and other critical incidents in an effort to bridge the gap between the police and the communities they serve and to utilize those incidents as learning tools.

Prior to starting OIR, Mr. Gennaco was Chief of the Civil Rights Section at the United States Attorney's Office for the Central District of California. He also served for ten years as a trial attorney with the Civil Rights Division at the Justice Department in Washington, D.C. During his time as a federal prosecutor, Mr. Gennaco supervised over 20 federal grand jury investigations into police misconduct. He conducted a number of successful civil rights prosecutions against police officers for excessive force, including officers of the Los Angeles Police Department, the Los Angeles Sheriff's Department, and federal immigration detention officers.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan, Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time; Goal No. 2, Foster Vibrant and Resilient Communities: Develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence; and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

**FISCAL IMPACT/FINANCING**

Funding of up to \$500,000 for the contract is included in the DA's Fiscal Year 2024-25 Final Adopted Budget. For all subsequent fiscal years, funding not to exceed \$500,000 annually will be requested during the LADA's annual budget submission process.

Total expenditures under the contract will vary from year to year based on the needs of the DA, subject to the financial limits above. The DA is responsible for ensuring adequate funding is available in its operating budgets before requesting and approving services under the contract.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The District Attorney has the exclusive discretion to determine which cases to investigate and prosecute and may delegate his discretionary duties to other attorneys. The contract is authorized pursuant to Government Code sections 26500.5 and 31000.

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

This program does not propose attorney staff augmentation. Therefore, the DA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

**CONCLUSION**

Following Board approval, it is requested that the Executive Officer, Board of Supervisors return two copies of the adopted Board letter with original wet signatures to, Ms. Navjot Kaur of the District Attorney's Office at 211 West Temple Street, Suite 200, Los Angeles, California 90012.

Any questions may be directed to Navjot Kaur, Director at [nkaur@da.lacounty.gov](mailto:nkaur@da.lacounty.gov) or via telephone at (213) 257-2774.

Respectfully submitted,



NATHAN J. HOCHMAN  
District Attorney

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c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel

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**AGREEMENT FOR  
SPECIAL PROSECUTOR LEGAL SERVICES**

**BY AND BETWEEN**

**THE LOS ANGELES COUNTY  
DISTRICT ATTORNEY'S OFFICE  
("DISTRICT ATTORNEY")**

**AND**

**MICHAEL GENNACO  
("SPECIAL PROSECUTOR ")**

Special Prosecutor's Address:	<u>7142 Trask Avenue, Playa del Rey, CA 90293</u>
Tax ID No.:	<u>526081503</u>
Telephone:	<u>323-821-0586  </u>
Email:	<u>michael.gennaco@oirgroup.com</u>

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## **AGREEMENT FOR SPECIAL PROSECUTOR LEGAL SERVICES**

This Agreement For Special Prosecutor Legal Services ("AGREEMENT") is made and entered into this 14th day of January by and between the Los Angeles County District Attorney's Office ("DISTRICT ATTORNEY") and Michael Gennaco, Esq. ("SPECIAL PROSECUTOR").

### **WITNESSETH:**

**WHEREAS**, the DISTRICT ATTORNEY is responsible for the prosecution of criminal violations of state law and county ordinances occurring within the County of Los Angeles under California Government Code Section 26500 et al., including investigation, apprehension, and prosecution;

**WHEREAS**, the County of Los Angeles ("County") is a body corporate and politic and a political subdivision of the State of California and the County Board of Supervisors has authorized its DISTRICT ATTORNEY to enter into an agreement with the SPECIAL PROSECUTOR, pursuant to Government Code section 31000, *et seq.*, to provide specialized legal services for the County and DISTRICT ATTORNEY;

**WHEREAS**, the DISTRICT ATTORNEY desires to retain the SPECIAL PROSECUTOR for special prosecutorial legal services for the purpose of investigating, providing legal recommendations, and prosecuting fatal officer-involved shooting cases at the direction of the DISTRICT ATTORNEY;

**WHEREAS**, the SPECIAL PROSECUTOR has the legal competence and expertise to provide special prosecutor legal services and agrees to provide these services for the purpose of evaluating and prosecuting fatal officer-involved shooting cases at the direction of the DISTRICT ATTORNEY; and

**WHEREAS**, the services provided by the SPECIAL PROSECUTOR are subject to attorney work-product and any other privileges as allowed by law.

**NOW, THEREFORE**, the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR agree as follows:

I. Term and Termination:

A. Period of Performance:

This AGREEMENT shall begin upon the EFFECTIVE DATE and shall expire on June 30, 2026, unless earlier terminated as set forth herein.

B. Termination and/or Suspension:

1. Termination and/or Suspension for County's Convenience:



- a) Services performed under this AGREEMENT may be terminated or suspended in whole or in part by the County at any time, and when the DISTRICT ATTORNEY deems such termination or suspension to be in the County's best interest. The DISTRICT ATTORNEY shall terminate or suspend services by delivering to the SPECIAL PROSECUTOR a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
- b) After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall:
  - 1) Stop services on the date and to the extent specified in the Suspension or Termination Notice.
  - 2) Complete services not terminated or suspended by the Notice.
  - 3) Submit a Closing Report to the DISTRICT ATTORNEY as set forth below.
  - 4) Submit, no later than thirty (30) calendar days after the date of suspension or termination is effective, a final bill, for all services performed prior to suspension or termination. If the SPECIAL PROSECUTOR fails to submit a final bill within the time allowed, the DISTRICT ATTORNEY may determine, on the basis of information available, the amount, if any, to be paid to the SPECIAL PROSECUTOR. The DISTRICT ATTORNEY's determination shall be final.

2. Termination for the SPECIAL PROSECUTOR's Default:

- a) Services performed under this AGREEMENT may be terminated in whole or in part by the DISTRICT ATTORNEY when the SPECIAL PROSECUTOR:
  - 1) Fails to perform the service(s) within the time specified or any DISTRICT ATTORNEY approved extension, or
  - 2) Fails to perform any of the AGREEMENT's other provisions or fails to make progress and endangers the performance of the AGREEMENT's terms.
- b) The DISTRICT ATTORNEY shall give written notice to the SPECIAL PROSECUTOR of the SPECIAL PROSECUTOR's default. The DISTRICT ATTORNEY, in its sole discretion, shall decide whether the default is of such a nature that the SPECIAL

PROSECUTOR should be given a period to cure the default, and, if so, the cure period shall be specified in the notice.

- c) If the DISTRICT ATTORNEY wholly or partially terminates services under this AGREEMENT, replacement services may be obtained, as authorized by the County Board of Supervisors, from another special prosecutor or any other source with terms and in a manner the DISTRICT ATTORNEY deems appropriate. The SPECIAL PROSECUTOR shall be liable to the DISTRICT ATTORNEY for any excess costs for these required services.

3. Termination for Professional Conflict of Interest:

If either the SPECIAL PROSECUTOR or the DISTRICT ATTORNEY determines a matter of professional conflict has arisen during the SPECIAL PROSECUTOR's engagement that should not or cannot be postponed until the conclusion of the SPECIAL PROSECUTOR's responsibilities under the AGREEMENT, the SPECIAL PROSECUTOR or the DISTRICT ATTORNEY may immediately give written notice to terminate this AGREEMENT. The SPECIAL PROSECUTOR must continue to provide high quality, special prosecutorial legal work until the appropriate substitutions can be made, unless prohibited by law or rules of professional conduct.

4. Closing Report Upon Termination or Suspension:

- a) Immediately upon the termination or suspension of this AGREEMENT for any reason, the SPECIAL PROSECUTOR shall deliver a Closing Report to the DISTRICT ATTORNEY. The Closing Report shall include, for each case or matter assigned to the SPECIAL PROSECUTOR that in whole or in part is terminated or suspended, the following:

- 1) A brief description of the facts and current status;
- 2) A discussion of the applicable law; and
- 3) A list and description of all future scheduled court appearances and applicable deadlines.

- b) Immediately upon any termination or suspension, the SPECIAL PROSECUTOR shall, at its own cost, deliver to the DISTRICT ATTORNEY all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the SPECIAL PROSECUTOR's services include pending litigation, the SPECIAL

PROSECUTOR shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT ATTORNEY.

II. Agreement Sum:

A. Total Agreement Sum:

1. The maximum not-to exceed amount of this AGREEMENT shall be specified in each individual Case Assignment for the term of this Contract as set forth in Paragraph I. Term and Termination, above. Any costs incurred to complete each Case Assignment in excess of the maximum not-to exceed amount will be borne by the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the SPECIAL PROSECUTOR duties, responsibilities, or obligations, or performance of same by any entity other than the SPECIAL PROSECUTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the DISTRICT ATTORNEY's express prior written approval.
3. The SPECIAL PROSECUTOR shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the SPECIAL PROSECUTOR after the expiration or other termination of this AGREEMENT. Should the SPECIAL PROSECUTOR receive any such payment it shall immediately notify the DISTRICT ATTORNEY and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of County's right to recover such payment from the SPECIAL PROSECUTOR. This provision shall survive the expiration or other termination of this AGREEMENT.

III. The SPECIAL PROSECUTOR's Services and Responsibilities:

A. Work Requirements:

1. Upon assignment of a case or cases from the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall provide a proposed budget and scope of work that shall include a detailed plan, identifiable milestones, work schedule, the responsibilities of each team member, and the total maximum not-to exceed amount based on a fixed hourly rate in accordance with Exhibit B - Pricing Schedule ("Case Assignment"). The SPECIAL PROSECUTOR shall not commence work until the DISTRICT ATTORNEY authorizes and approves the Case Assignment, including the

budget. The authorization and approval of the Case Assignment shall be in writing and executed as an amendment to this AGREEMENT.

2. Under the provisions of this AGREEMENT, the SPECIAL PROSECUTOR shall fully perform and complete all services and other work as set forth in this AGREEMENT and in each Case Assignment.

B. Special Prosecutor Services:

1. The SPECIAL PROSECUTOR shall perform all services under this AGREEMENT. The SPECIAL PROSECUTOR shall, in consultation with the and under the direction of the DISTRICT ATTORNEY, if deemed necessary, have full authority to act on all daily operational matters under this AGREEMENT and shall serve as the special prosecutor for all law and motion appearances, pretrial and trial proceeding(s), settlement conference(s) or meetings of counsel for parties, depositions, document productions, and all court and other proceedings in which substantive rights of the parties may be determined. The DISTRICT ATTORNEY shall retain all authority and responsibility under the law. Any changes to the services performed by the SPECIAL PROSECUTOR under this AGREEMENT shall be subject to approval by the DISTRICT ATTORNEY.
2. The SPECIAL PROSECUTOR recognizes that the DISTRICT ATTORNEY is responsible for the investigation and prosecution of criminal violations of state law and county ordinances occurring within the County under California Government Code Section 26500, *et seq.* The DISTRICT ATTORNEY is not relinquishing its constitutional or statutory authority or responsibility under this AGREEMENT
3. Subject to the approval, authorization, and direction of the DISTRICT ATTORNEY, the SPECIAL PROSECUTOR shall provide special prosecutorial legal services consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules.
4. The SPECIAL PROSECUTOR shall keep the DISTRICT ATTORNEY informed of all significant developments in each case or matter assigned to the SPECIAL PROSECUTOR and shall provide the DISTRICT ATTORNEY with copies of all significant documents.
5. The SPECIAL PROSECUTOR acknowledges that nothing in this AGREEMENT is intended to create, or will be construed as creating, any exclusive arrangement between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR. Nothing in this AGREEMENT will restrict the DISTRICT ATTORNEY from obtaining similar services from other attorneys or sources, as permitted by law.

6. The SPECIAL PROSECUTOR agrees to abide by all relevant and applicable policies and procedures of the DISTRICT ATTORNEY and will review such policies and procedures before the commencement of the services under this AGREEMENT. This includes all policies and directives regarding confidentiality and non-disclosure of sensitive information.

C. Litigation Procedures and Other Reporting Requirements:

1. The SPECIAL PROSECUTOR shall fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in Exhibit A - Scope of Work and each Case Assignment.
2. The SPECIAL PROSECUTOR shall comply in a timely manner with all litigation procedures as promulgated, and as amended from time to time, by the DISTRICT ATTORNEY. Such litigation procedures may include the completion of and prompt transmittal to the DISTRICT ATTORNEY of case evaluation plans and status reports.
3. The SPECIAL PROSECUTOR shall comply in a timely manner with all requests by the DISTRICT ATTORNEY for oral or written reports related to cases or matters assigned to the SPECIAL PROSECUTOR.
4. The SPECIAL PROSECUTOR shall consult with and obtain the DISTRICT ATTORNEY approval before all potentially case-dispositive or otherwise significant criminal filings, and shall brief the DISTRICT ATTORNEY in advance on all significant trial and tactical decisions.
5. The SPECIAL PROSECUTOR shall participate in settlement evaluations and negotiations and shall obtain the DISTRICT ATTORNEY's authority before making any settlement proposal on the DISTRICT ATTORNEY's behalf to the court or to any party to the case.
6. The SPECIAL PROSECUTOR shall obtain the DISTRICT ATTORNEY's approval before retaining any attorney, investigator, consultant, or expert witness to assist on any assigned case or matter.
7. The SPECIAL PROSECUTOR shall immediately notify the DISTRICT ATTORNEY when a judgment, verdict, or other ruling is rendered.
8. The SPECIAL PROSECUTOR shall provide, at the DISTRICT ATTORNEY's request, copies of all court rulings and all briefs and pleadings filed with the court or other administrative body, including those submitted by any party.
9. The SPECIAL PROSECUTOR shall maintain all backup documentation to support all entries included in its bill.

10. The SPECIAL PROSECUTOR shall provide and maintain information technology, computer, and electronic transmission equipment and software compatible with the County's to fulfill the terms of this AGREEMENT.

IV. The DISTRICT ATTORNEY's Duties and Responsibilities:

A. Duties and Responsibilities:

1. At the DISTRICT ATTORNEY's discretion, and in consultation with the SPECIAL PROSECUTOR, the DISTRICT ATTORNEY may assign cases or matters to the SPECIAL PROSECUTOR.
2. The DISTRICT ATTORNEY shall have full authority to act for County on all daily operational matters under this AGREEMENT and shall review and approve all the SPECIAL PROSECUTOR's reports, whether written or oral.
3. The DISTRICT ATTORNEY shall make available to the SPECIAL PROSECUTOR all documents and other information possessed by the DISTRICT ATTORNEY that are relevant to any case or other matter assigned to the SPECIAL PROSECUTOR under this AGREEMENT.
4. The DISTRICT ATTORNEY shall assist the SPECIAL PROSECUTOR in obtaining the records, evidence, and/or information necessary to assist in the criminal investigation and proceedings of the Case Assignment.
5. The DISTRICT ATTORNEY shall review and approve as appropriate:
  - a) All reports, requests, and other legal work provided by the SPECIAL PROSECUTOR under this AGREEMENT.
  - b) All recommended settlement proposals. Approval of proposed settlement recommendations is subject to the DISTRICT ATTORNEY's settlement approval procedures.
  - c) All billing statements in accordance with procedures referenced in this AGREEMENT.
6. The DISTRICT ATTORNEY may review all correspondence received or generated by the SPECIAL PROSECUTOR, including judicial and administrative documents.
7. The DISTRICT ATTORNEY will evaluate the SPECIAL PROSECUTOR's performance under this AGREEMENT. The DISTRICT ATTORNEY reserves the right to conduct an audit of any and all aspects of the SPECIAL PROSECUTOR's compliance with this AGREEMENT. Any such audit

may be conducted by the DISTRICT ATTORNEY staff or a contract auditor, in County's sole discretion.

V. Compensation:

A. Billing Requirements:

All charges by the SPECIAL PROSECUTOR, whether for fees or attorney work, or for reimbursement for expenses incurred, shall be in accordance with the DISTRICT ATTORNEY Billing Requirements ("Billing Requirements"). Those Billing Requirements will be made available to the SPECIAL PROSECUTOR and may be amended by the DISTRICT ATTORNEY at any time. The DISTRICT ATTORNEY shall provide the SPECIAL PROSECUTOR with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the SPECIAL PROSECUTOR, the SPECIAL PROSECUTOR shall immediately conform all future services and invoices to those amended Billing Requirements and acknowledge acceptance of the Billing Requirements.

B. Fees:

1. The SPECIAL PROSECUTOR shall provide legal work at the hourly billing rates set forth in Exhibit B - Pricing Schedule.
2. The billing rates set forth in Exhibit B - Pricing Schedule may be subject to periodic review and adjustment as agreed between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR. Any billing rate change must be in writing and be executed as an amendment.

C. Expenses:

1. Non-Reimbursable Expenses: Certain expenses incurred by the SPECIAL PROSECUTOR in providing services under this AGREEMENT shall be considered the SPECIAL PROSECUTOR's overhead and will not be reimbursed by DISTRICT ATTORNEY. Such expenses shall be borne by the SPECIAL PROSECUTOR as expenses included within the hourly billing rates set forth in Exhibit A - Scope of Work. Expenses that will not be reimbursed and that should not be billed are the following:
  - a) Postage.
  - b) Telephone charges (both local and long distance).
  - c) Facsimile/Telecopier charges.
  - d) Mileage/Parking within the counties of Los Angeles, Orange, Riverside, San Bernardino and Ventura.

- d) On-line subscription, connection or other costs for computerized research. (Attorney and paralegal time incurred conducting such research may be billed.)
  - e) Document reproduction. (See below for large volume exception.)
  - f) Staff time or overtime for performing secretarial, clerical, or word processing functions.
  - g) Time spent complying with County audits or billing inquiries.
  - h) Charges for services or expenses incurred that have not been authorized by the DISTRICT ATTORNEY.
2. Reimbursable Ordinary Expenses: The DISTRICT ATTORNEY shall reimburse the SPECIAL PROSECUTOR for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following:
- a) Deposition costs (other than videotaping unless approved as set forth below).
  - b) Transcript fees.
  - c) Filing fees for which the DISTRICT ATTORNEY is not exempt.
  - d) Messenger service if specifically requested by the DISTRICT ATTORNEY, if required because of an emergency over which the SPECIAL PROSECUTOR has no control, or if necessary to ensure the safekeeping of sensitive documents or materials.
  - e) Process service fees.
3. Reimbursable Extraordinary Expenses: The DISTRICT ATTORNEY shall reimburse the SPECIAL PROSECUTOR for its actual out-of-pocket expenses, but without any additional costs for having advanced the funds, for the following, but only if the SPECIAL PROSECUTOR has obtained prior written approval from the DISTRICT ATTORNEY:
- a) Outside vendor document reproductions which, because of the volume or format requirements, are impractical to complete in-house.
  - b) Consultants.
  - c) Experts.



- d) Investigative services.
- e) Expenses for travel outside the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura. Reimbursement for such travel expenses will be limited to the amount the DISTRICT ATTORNEY's employees may claim for such travel. Information on such limits will be made available to the SPECIAL PROSECUTOR upon request at the time the SPECIAL PROSECUTOR seeks permission for such travel.
- f) Videotaping of depositions.
- g) Extraordinary computerized research requirements meeting the criteria set forth in the DISTRICT ATTORNEY Billing Requirements.
- h) Other extraordinary expenses for which the SPECIAL PROSECUTOR has obtained prior approval from the DISTRICT ATTORNEY.

VI. Invoices and Payments to the SPECIAL PROSECUTOR:

A. Billing:

1. The SPECIAL PROSECUTOR shall submit invoices for attorney fees, services and for reimbursable expenses monthly in arrears, or quarterly in arrears if approved by the DISTRICT ATTORNEY, in accordance with the Billing Requirements.
2. Each bill must also include a signed dated declaration of the SPECIAL PROSECUTOR with the following statement:

"I have personally examined this bill. All entries are in accordance with the Agreement for Special Prosecutor Legal Services, are correct and reasonable for the services performed and the cost incurred, and no item on this statement has been previously billed to County."
3. Each bill shall be itemized to include:
  - a) Staffing level(s), hourly rates and specific activities for the SPECIAL PROSECUTOR, Assistant Special Prosecutor, and/or investigator.
  - b) Each billing entry shall include a detailed description of specific activities for each attorney and/or investigator.
  - c) All receipts for expenses shall be scanned and emailed to the DISTRICT ATTORNEY.

d) No additional attorney, paralegal, or investigator may be utilized on a matter until an hourly billing rate for that person has been approved by the DISTRICT ATTORNEY. All time must be billed at the approved hourly rate.

4. The SPECIAL PROSECUTOR shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT ATTORNEY upon request.

B. Payments

1. The DISTRICT ATTORNEY shall make payment(s) for services rendered under this AGREEMENT monthly (quarterly if approved by the DISTRICT ATTORNEY) in arrears based on the itemized billing statement(s) the SPECIAL PROSECUTOR submits to the DISTRICT ATTORNEY.

2. The DISTRICT ATTORNEY's legal and accounting staff shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements.

3. The DISTRICT ATTORNEY shall make its best effort to process payments promptly after receiving the SPECIAL PROSECUTOR's bill. However, the DISTRICT ATTORNEY shall not pay interest or finance charges on any outstanding balance(s).

4. Payments to the SPECIAL PROSECUTOR are conditioned upon the SPECIAL PROSECUTOR's compliance with all provisions of this AGREEMENT, including but not limited to, Paragraphs III(C) and IX(B).

VII. Notices:

All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the DISTRICT ATTORNEY or the SPECIAL PROSECUTOR at the addresses below, and emailed to the DISTRICT ATTORNEY or the SPECIAL PROSECUTOR:

A. If to the SPECIAL PROSECUTOR:

To the SPECIAL PROSECUTOR at the address set forth on the cover page hereto.

B. If to the DISTRICT ATTORNEY:

Los Angeles County District Attorney's Office  
211 West Temple Street  
Los Angeles, California, 90012

VIII. Assignment:

No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT ATTORNEY's written consent. Any attempt by the SPECIAL PROSECUTOR to assign or subcontract services relating to this AGREEMENT without the DISTRICT ATTORNEY'S consent shall constitute a material breach of this AGREEMENT.

IX. Standard Terms and Conditions:

The following standard County contract terms and conditions are included as part of this AGREEMENT and are fully binding on the parties hereto:

A. Indemnification:

The SPECIAL PROSECUTOR shall indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage (including the SPECIAL PROSECUTOR'S property), in connection with the SPECIAL PROSECUTOR'S operations or its services, or its employees, agents, or subcontractors, including any workers' compensation suits, liability or expense, arising from or connected with services performed under this AGREEMENT.

B. Insurance:

Without limiting the SPECIAL PROSECUTOR'S indemnification of County and its officers, agents and employees, the SPECIAL PROSECUTOR shall provide and maintain at its own expense the following programs of insurance covering the SPECIAL PROSECUTOR's operations during the term of this AGREEMENT. The SPECIAL PROSECUTOR shall use insurers satisfactory to County's Risk Manager and shall deliver evidence of a satisfactory insurance to County on or before the effective date of this AGREEMENT. Evidence shall specifically identify this AGREEMENT and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of any program insurance.

1. Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:

- a) Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$1,000,000 per occurrence.

b) Professional liability insurance with a liability limit of at least \$1,000,000 per claim.

c) Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least \$300,000 per occurrence.

2. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a \$1,000,000 limit, covering all persons providing services on behalf of the SPECIAL PROSECUTOR and all risks to such persons under this AGREEMENT.

3. Failure to Procure Insurance: Failure on the part of the SPECIAL PROSECUTOR to procure or maintain required insurance shall constitute a material breach for which County may immediately terminate or suspend this AGREEMENT.

C. Warranty of Adherence to County's Child Support Compliance Program:

1. The SPECIAL PROSECUTOR acknowledges that County has established a goal of ensuring that all attorneys which benefit financially by contracting with County are in compliance with their court ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the SPECIAL PROSECUTOR's duty under this AGREEMENT to comply with all applicable provisions of law, the SPECIAL PROSECUTOR warrants that it is now in compliance and shall during the term of this AGREEMENT maintain compliance with employment and wage reporting requirements in the Federal Social Security Act (42 USC sec. 653a) and California Unemployment Insurance Code ' 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure ' 706.031 and Family Code ' 5246(b).

D. Compliance with the County's Jury Service Program:

1. Jury Service Program: This AGREEMENT is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code ("County Code").

2. Written Employee Jury Service Policy:

- a) Unless the SPECIAL PROSECUTOR has demonstrated to County's satisfaction either that the SPECIAL PROSECUTOR is not a "Contractor" as defined under the Jury Service Program (County Code Section 2.203.020) or that the SPECIAL PROSECUTOR qualifies for an exception to the Jury Service Program (County Code Section 2.203.070), the SPECIAL PROSECUTOR shall have and adhere to a written policy that provides that its employees shall receive from the SPECIAL PROSECUTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the SPECIAL PROSECUTOR or that the SPECIAL PROSECUTOR deduct from the employee's regular pay the fees received for jury service.
- b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the SPECIAL PROSECUTOR. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the SPECIAL PROSECUTOR has a long standing practice that defines the lesser number of hours as full time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program. If the SPECIAL PROSECUTOR uses any subcontractor to perform services for the County under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement.
- c) If the SPECIAL PROSECUTOR is not required to comply with the Jury Service Program when the AGREEMENT commences, the SPECIAL PROSECUTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the SPECIAL PROSECUTOR shall immediately notify the DISTRICT ATTORNEY if the SPECIAL PROSECUTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if the SPECIAL PROSECUTOR no longer qualifies for an exception to the Jury Service Program. In either event, the SPECIAL PROSECUTOR shall immediately implement a written policy consistent with the

Jury Service Program. DISTRICT ATTORNEY may also require, at any time during this AGREEMENT and at its sole discretion, that the SPECIAL PROSECUTOR demonstrate to County's satisfaction that the SPECIAL PROSECUTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the SPECIAL PROSECUTOR continues to qualify for an exception to the Program.

- d) The SPECIAL PROSECUTOR's violation of this Paragraph may constitute a material breach of this AGREEMENT. In the event of such material breach, DISTRICT ATTORNEY may, in its sole discretion, terminate this AGREEMENT and/or bar the SPECIAL PROSECUTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

E. Independent Contractor Status:

1. This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR understands and agrees that all the SPECIAL PROSECUTOR's personnel providing services to County under this AGREEMENT, including Assistant Special Prosecutor(s) and Investigator(s), are employees solely of the SPECIAL PROSECUTOR and not of County for purposes of workers' compensation liability or otherwise.
3. The SPECIAL PROSECUTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any SPECIAL PROSECUTOR personnel for injuries arising from services performed under this AGREEMENT.

F. Warranty Against Contingent Fees:

1. The SPECIAL PROSECUTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
2. For breach or violation of this warranty, DISTRICT ATTORNEY shall have the right to terminate this AGREEMENT, and to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of any such commission, percentage, brokerage or contingent fee.

G. Governing Laws:

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party to this AGREEMENT shall be brought in Los Angeles County.

H. Compliance with Applicable Law:

1. The SPECIAL PROSECUTOR shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated herein.
2. The SPECIAL PROSECUTOR shall indemnify and hold harmless the County, and its officers, agents, employees, and DISTRICT ATTORNEY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the SPECIAL PROSECUTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

I. County Lobbyists:

The SPECIAL PROSECUTOR and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010, retained by the SPECIAL PROSECUTOR, shall fully comply with the County Lobbyist Ordinance, County Code Chapter 2.160. Failure to do so on the part of the SPECIAL PROSECUTOR or any County Lobbyist or County Lobbying Firm retained by the SPECIAL PROSECUTOR shall constitute a material breach of this AGREEMENT upon which DISTRICT ATTORNEY may immediately terminate or suspend this AGREEMENT.

J. Employment Eligibility Verification:

The SPECIAL PROSECUTOR warrants that it fully complies with all statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in all statutes and regulations. The SPECIAL PROSECUTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by all statutes and regulations as they currently exist and as they may be hereafter amended. The SPECIAL PROSECUTOR shall retain such documentation for all covered employees for the period prescribed by law. The SPECIAL PROSECUTOR shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against the SPECIAL PROSECUTOR or County in connection with any alleged violation of any statute or regulation pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

K. Fair Labor Standards:

The SPECIAL PROSECUTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the SPECIAL PROSECUTOR's employees for which County or its officers, agents and employee may be found jointly or solely liable.

L. Record Retention and Inspection:

Within ten (10) days of DISTRICT ATTORNEY written request, the SPECIAL PROSECUTOR shall allow County or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT. the SPECIAL PROSECUTOR shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this AGREEMENT unless County's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later or in compliance with federal, state and local laws. In the event that records are located outside the County of Los Angeles, the SPECIAL PROSECUTOR shall pay County for travel and per diem costs when an inspection or audit is required.

M. Nondiscrimination and Affirmative Action:

1. The SPECIAL PROSECUTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti- discrimination laws and regulations.
2. The SPECIAL PROSECUTOR shall certify to, and comply with, the provisions of the SPECIAL PROSECUTOR's EEO Certification.
3. The SPECIAL PROSECUTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or



recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. The SPECIAL PROSECUTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The SPECIAL PROSECUTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT.
6. The SPECIAL PROSECUTOR shall allow County representatives access to the SPECIAL PROSECUTOR's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.
7. If County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this AGREEMENT upon which County may terminate or suspend this AGREEMENT. While County reserves the right to determine independently that the anti-discrimination provisions of this AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the SPECIAL PROSECUTOR has violated Federal or State anti-discrimination laws or regulations may, in County's discretion, constitute a finding by County that the SPECIAL PROSECUTOR has violated the anti-discrimination provisions of this AGREEMENT.
8. The parties agree that in the event the SPECIAL PROSECUTOR violates any of the anti-discrimination provisions of this AGREEMENT, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code '1671 as liquidated damages in lieu of terminating or suspending this AGREEMENT.

N. Assurance of Compliance with Civil Rights Laws

The SPECIAL PROSECUTOR assures that it shall comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical handicap, marital status or political affiliation, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program or activity supported by this AGREEMENT.

O. Confidentiality:

1. The SPECIAL PROSECUTOR shall maintain the confidentiality of all information that it may acquire arising out of or connected with activities under this AGREEMENT in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. SPECIAL PROSECUTOR shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT.
2. The SPECIAL PROSECUTOR shall ensure that all attorneys, paralegals, and secretarial and clerical personnel having access to information under this AGREEMENT, are aware of and acknowledge the confidentiality requirements set forth in paragraph 1, above.
3. These confidentiality obligations shall survive this AGREEMENT's termination or expiration.

P. Communications With County:

The SPECIAL PROSECUTOR recognizes that its communications with County and its agents and employees, officers, and/or representatives are subject to attorney-work product privilege and all other privileges under the law. The SPECIAL PROSECUTOR warrants that it shall not disclose, or use in any manner other than in the furtherance of the SPECIAL PROSECUTOR's services under this AGREEMENT, any privileged information obtained from County, or its officers, agents, or employees.

Q. Conflict of Interest:

1. No County employee whose position with County enables such employee to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the SPECIAL PROSECUTOR or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee of the SPECIAL PROSECUTOR who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. The SPECIAL PROSECUTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. The SPECIAL PROSECUTOR

warrants that it is not now aware of any facts that create a conflict of interest. If the SPECIAL PROSECUTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the requirements of this Paragraph constitutes a material breach of this AGREEMENT.

R. Termination for Improper Consideration:

1. County may, by written notice to the SPECIAL PROSECUTOR, immediately terminate the right of the SPECIAL PROSECUTOR to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by the SPECIAL PROSECUTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of this AGREEMENT or the making of any determinations with respect to the SPECIAL PROSECUTOR's performance pursuant to this AGREEMENT. In the event of such termination, County shall be entitled to pursue the same remedies against the SPECIAL PROSECUTOR as it could pursue in the event of default by the SPECIAL PROSECUTOR.
2. The SPECIAL PROSECUTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor Controller's Employee Fraud Hotline at (800) 544 6861.
3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

S. Termination for Non Appropriation of Funds:

Notwithstanding any other provision of this AGREEMENT, DISTRICT ATTORNEY shall not be obligated for the SPECIAL PROSECUTOR's performance hereunder or by any provision of this AGREEMENT during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this AGREEMENT in County's budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The DISTRICT ATTORNEY shall notify the SPECIAL PROSECUTOR in writing of any such non allocation of funds at the earliest possible date.

T. Termination for Insolvency:

County may terminate this AGREEMENT for default in the event any of the following occurs:

1. The SPECIAL PROSECUTOR'S insolvency - the SPECIAL PROSECUTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;
2. The SPECIAL PROSECUTOR's filing of a voluntary petition for reorganization or bankruptcy;
3. The appointment of a Receiver or Trustee for the SPECIAL PROSECUTOR;
4. The SPECIAL PROSECUTOR's execution of an assignment for the benefit of creditors.

U. Authorization Warranty:

The SPECIAL PROSECUTOR represents and warrants that the signatory to this AGREEMENT is fully authorized to obligate the SPECIAL PROSECUTOR and that all corporate acts necessary to the execution of this AGREEMENT have been accomplished.

V. Changes and Amendments of Terms:

The DISTRICT ATTORNEY reserves the right to change any portion of the work required under this AGREEMENT, or amend its terms and conditions as may become necessary.

W. Validity:

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision.

X. Waiver:

No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. Failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. County's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

Y. Remedies Reserved to County:

The remedies reserved to County shall be cumulative and additional to any other remedies provided in law or equity.

Z. Complete Agreement and Interpretation:

This AGREEMENT supersedes all prior communications and all previous written and oral agreements, and shall constitute the complete and exclusive statement of understanding between the DISTRICT ATTORNEY and the SPECIAL PROSECUTOR relating to the subject matter of this AGREEMENT. No provision of this AGREEMENT is to be interpreted for or against either party because that party's legal representative drafted such provision.

Executed as of the date set forth in the AGREEMENT:

LOS ANGELES COUNTY  
DISTRICT ATTORNEY'S OFFICE:  
By:

\_\_\_\_\_

District Attorney

SPECIAL  
PROSECUTOR:

\_\_\_\_\_

Michael Gennaco

**EXHIBIT A**  
**SCOPE OF WORK**

**I. PROJECT BACKGROUND AND DESCRIPTION**

Acknowledging concerns raised regarding the District Attorney's Office's prior handling of fatal officer-involved shooting cases, the newly elected District Attorney has committed to have independently reviewed the two criminal cases involving officer-involved shootings brought by the prior Special Prosecutor Lawrence Middleton ("Two Cases"). To promote public confidence in the decision-making process and the outcome of any such investigations, the District Attorney has determined the need for an independent Special Prosecutor to prosecute these cases at the direction of the District Attorney. Subject to prior approval and authorization of the District Attorney, the Special Prosecutor, **Michael Gennaco**, will take all actions necessary to determine the viability of the prosecution of the Two Cases. If after reviewing the facts and the law, the Special Prosecutor determines one or both cases to be legally prosecutable under applicable policies and laws, the Special Prosecutor will so inform the District Attorney and then continue with such prosecutions. If the Special Prosecutor determines that any of the charges brought thus far are not so prosecutable, then the Special Prosecutor shall provide a written report setting forth the findings and conclusions from the investigations to the District Attorney.

**II. PROJECT GOALS**

The goal is to thoroughly review the two previously reviewed officer-involved shooting cases, conduct additional investigation as necessary, include the use of the grand jury where appropriate with prior approval and authorization by the District Attorney, and based on the facts and evidence recommend to the District Attorney whether criminal charges should be filed. If a decision is made not to file criminal charges, the Special Prosecutor will provide a written report setting forth the findings and conclusions from the investigations to the District Attorney and the County of Los Angeles Board of Supervisors.

**III. RESPONSIBILITIES AND DUTIES OF THE SPECIAL PROSECUTOR**

The Special Prosecutor, under the direction of the District Attorney, subject to the prior approval and authorization of the District Attorney, and in accordance with all applicable federal, state, and County laws and regulations, shall perform the following investigation, litigation, and reporting services including but not limited to:

- A. Provide the District Attorney with a scope of work for each Case Assignment, including a budget, detailed plan, identifiable milestones, detailed work schedule, and the responsibilities of each team member at each stage of the investigation and litigation;
- B. Hire at least one Assistant Prosecutor and Investigator ("Team") to assist in the investigations and any prosecutions that follow;
- C. Be responsible for the Team's actions, conduct, and work product;
- D. Handle and conduct all aspects of the criminal investigation and determine what, if any, additional investigation is necessary;

- E. Review and analyze all available evidence including forensic evidence;
- F. Review all documents and evidence developed during prior investigations;
- G. Issue subpoenas for witnesses;
- H. Examine and/or re-examine witnesses and/or conduct additional witness interviews as necessary, including potential expert witnesses on use-of-force and police policy and procedure;
- I. Make an independent prosecutorial decision considering the facts and the applicable law;
- J. Draft reports;
- K. Draft, sign, and file complaints, information, charging documents, and motions;
- L. Present evidence;
- M. Make a presentment to any regularly or specially impaneled grand jury;
- N. Make pretrial and trial appearances and presentations;
- O. Seek criminal charges, either by way of a grand jury, or following a preliminary hearing if a prosecution is determined to be legally viable;
- P. Prosecute any person indicted by the grand jury or held to answer following a preliminary hearing;
- Q. Be responsible for the conduct and strategy of the trial, including any pretrial litigation, and all courtroom appearances and presentations;
- R. Conduct legal research and apply legal authority to the facts and circumstances of each case to determine whether a criminal prosecution is viable;
- S. Prepare the case for trial by litigating any appropriate and necessary pretrial motions;
- T. Present the case at trial;
- U. Provide monthly written progress reports to the District Attorney on each Case Assignment including updates on tasks, services, work completed, work not completed, court appearances, litigation, strategy, issues remaining, issues resolved, and other relevant information;
- V. Provide the District Attorney with oral briefings on each Case Assignment twice monthly;
- W. Provide a final written report to the District Attorney, after a complete investigation of the Case Assignments, including a high level overview summary of the case, facts and legal issues, analysis, review, legal strategy, and recommendation whether to file charges; and
- X. Provide any other written or oral reports as requested by the District Attorney.

#### **IV. DISTRICT ATTORNEY'S RESPONSIBILITIES:**

District Attorney shall perform the following, including but not limited to:

- A. Submit Case Assignments to the Special Prosecutor for review at the District Attorney's discretion;
- B. Assign at least one Deputy District Attorney to assist
- C. Assign one District Attorney's Office Investigator to assist in the underlying investigation;
- D. Assign one staff person to assist with administrative tasks; and
- E. Provide suitable workspace that will accommodate at least three (3) working individuals with the option to increase workspace at the District Attorney's discretion.

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## **EXHIBIT B**

### **PRICING SCHEDULE**

Invoicing and payment shall be in arrears in a manner and subject to the conditions as set forth in Section II. Compensation, of this Agreement. The Special Prosecutor shall submit the monthly invoices to the District Attorney by the 15th calendar day of the month following the month of service. Compensation rates are set forth below but are subject to the limitations set forth in this Agreement. Any costs incurred to complete a Case Assignment in excess of the maximum amount shall be borne by the Special Prosecutor. The Special Prosecutor's services provided shall be billed in accordance with the Special Prosecutor's fee schedule set forth below:

#### **Hourly Rate:**

The hourly rates shall be used to complete all tasks and deliverables in Exhibit A. Any hours worked beyond 40 hours per week must have prior approval from the District Attorney and will be charged at the fee schedule set forth below. The Special Prosecutor's use of an Assistant Special Prosecutor and/or investigator must be approved and authorized by the District Attorney prior to any work.

Title:	Hourly Rate:
Special Prosecutor	\$375 per hour
Assistant Special Prosecutor	\$225 per hour
Investigator	\$150 per hour

Additional expenses may include, among others, fees for expert witnesses, including use-of force experts and forensic analysis, witness travel expenses, and witness fees subject to the prior approval and authorization of the District Attorney.

Suitable workspace, administrative staff, and additional investigator and prosecutor assistance may be provided by the District Attorney at the District Attorney's discretion and will not be included in the pricing schedule.

#### **Expenses:**

The Special Prosecutor currently does not anticipate any expenses beyond that which is included in the hourly rates (e.g., printing, telephone, parking, etc.). If the Special Prosecutor subsequently anticipates incurring any out-of-pocket expenses, the Special Prosecutor will notify the District Attorney to obtain approval for reimbursement prior to actually incurring the expenses.

**EXHIBIT C**

**LIST OF CASES ASSIGNED TO SPECIAL PROSECUTOR**

Exhibit C shall be amended upon the District Attorney's approval of any Case Assignments.

<b>Date Case Assigned</b>	<b>Case Name</b>	<b>Case Number</b>	<b>Maximum Amount</b>

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**EXHIBIT D**

**EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT**

**General Information**

Your employer, **Michael Gennaco**, has entered into a contract with the Los Angeles County District Attorney's Office to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**Employer Acknowledgment**

I understand that **Michael Gennaco** is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, **Michael Gennaco**, and the County of Los Angeles.

As an employee of **Michael Gennaco**, you may be involved with work pertaining to County services, and, if so, you may have access to confidential and privileged information and data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege and attorney work product. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between **Michael Gennaco**, Special Prosecutor, and the District Attorney.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the District Attorney. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with **Michael Gennaco**, Special Prosecutor, or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature \_\_\_\_\_ Dated \_\_\_\_\_

Printed Name \_\_\_\_\_

Position/Title \_\_\_\_\_