

AGREEMENT FOR CITY PROSECUTOR SERVICES

This AGREEMENT FOR CITY PROSECUTOR SERVICES ("Agreement") is made and entered into as of the 9th day of September , 2014, by and between the CITY OF HERMOSA BEACH, a California general law city ("Hermosa Beach"), and the CITY OF REDONDO BEACH, a chartered municipal corporation ("Redondo Beach").

RECITALS

A. Redondo Beach has a City Attorney who is authorized to prosecute on behalf of the People any and all criminal cases arising from State misdemeanors or city ordinances.

B. Hermosa Beach seeks to engage Redondo Beach City Attorney to serve as City Prosecutor ("Prosecutor") of the City of Hermosa Beach.

C. Redondo Beach City Attorney and appointed Assistant City Attorneys and Deputy City Attorneys are fully qualified by virtue of their licensure to practice law in the State of California, their extensive experience as criminal prosecutors in the City Attorney's Office and their familiarity with the City of Hermosa Beach to perform this service for City.

D. Hermosa Beach and Redondo Beach each seek to benefit both financially, by eliminating existing redundancies and providing greater efficiencies of scale, and from more efficient and effective prosecution as the cities deal with many of the same public safety issues.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. **Duties.** Hermosa Beach hereby agrees to contract with Redondo Beach to engage the Redondo Beach City Attorney to serve as City Prosecutor under the general direction of the City Manager and to perform the functions and duties set forth in the Scope of Services set forth in Exhibit A attached hereto and incorporated herein by

reference, and to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign. Redondo Beach City Attorney shall perform the services required under this Agreement during such hours as are required to confer with police officers and other City employees, attend meetings, prepare cases and make court appearances. Redondo Beach City Attorney may utilize his appointed Assistant City Attorneys and Deputy City Attorneys to perform the services hereunder.

2. Term.

A. The term of this Agreement shall commence October 1, 2014 and is terminable at any time, with or without cause, by Hermosa Beach on ninety (90) days written notice of termination. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate this Agreement.

B. Redondo Beach may terminate this Agreement at any time upon submitting ninety (90) days written notice of termination to Hermosa Beach.

3. Compensation. Hermosa Beach agrees to pay Redondo Beach for services rendered pursuant hereto a flat monthly fee of \$16,667.00 (Sixteen Thousand, Six Hundred and Sixty Seven dollars and no cents). Within (10) days after the first of each calendar month, Redondo Beach shall submit a statement in a form satisfactory to Hermosa Beach directed to the City Manager containing a breakdown of services performed during the preceding month, specifying the services performed by dates and number of hours, and itemizing reimbursable expenses related thereto. Compensation shall be subject to review and adjustment during the regular city budget processes each year.

4. Benefits. Redondo Beach hereby waives all benefits provided to Hermosa Beach employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. That notwithstanding, the Redondo Beach attorneys shall be entitled to observe all City holidays in the same manner as employees of Hermosa Beach, and shall be permitted to park their personal vehicles on a non-reserved basis in

the parking lot adjacent to City Hall.

5. **General Expenses.** Hermosa Beach recognizes that certain non-routine expenses of a non-personal and generally job affiliated nature may be incurred by Redondo Beach and hereby agrees to reimburse Redondo Beach said necessary and reasonable expenses as are submitted to and approved by the City Manager based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against Hermosa Beach.

6. **Method of Performing Services.** Hermosa Beach is interested only in the results achieved by Redondo Beach City Attorney namely that justice be diligently and ethically pursued. Redondo Beach City Attorney will determine the method, details and means of performing the services required by this Agreement, and will exercise his independent prosecutorial discretion without interference by Hermosa Beach.

7. **Service Related Injury Income Protection.** Hermosa Beach and Redondo Beach agree that the Redondo Beach City Attorney and appointed Assistant City Attorneys or Deputy City Attorneys are not employees of Hermosa Beach and are not covered by the Hermosa Beach worker's compensation insurance policy.

8. **Redondo Beach's Responsibility For Contributions, Payments or Withholding.** Redondo Beach shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal social security contributions, California State disability insurance taxes, and unemployment insurance contributions. Redondo Beach shall indemnify and hold harmless Hermosa Beach, its officers, agents and employees from and against all taxes, penalties, assessments and interest asserted against Hermosa Beach by reason of nonpayment by Redondo Beach of legally due taxes.

9. **Relationship Between the Parties/ Insurance.** For purposes of coverage under any Memorandum of Coverage issued to the City of Hermosa Beach, Prosecutor shall be considered an "appointed official" of the City of Hermosa Beach,

when providing services to the City of Hermosa Beach within the course and scope of this contract.

Any claim or lawsuit brought against the City of Hermosa Beach and/or against Prosecutor resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract shall be the responsibility of the City of Hermosa Beach to defend and indemnify, and not the responsibility of the City of Redondo Beach.

To the extent any coverage is provided for such claim or lawsuit under any Memorandum of Coverage issued to both the City of Hermosa Beach and the City of Redondo Beach, then the coverage shall be provided to the Prosecutor and to the City of Hermosa Beach under the Memorandum of Coverage as issued to the City of Hermosa Beach.

If a claim or lawsuit is brought against the City of Redondo Beach resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract, and if and to the extent that claim or lawsuit is not covered under a Memorandum of Coverage issued to the City of Redondo Beach, then the City of Hermosa Beach shall defend, indemnify and hold harmless the City of Redondo Beach against such claim or lawsuit.

If a claim or lawsuit is brought against the City of Redondo Beach resulting from or arising out of services provided by Prosecutor to the City of Hermosa Beach within the course and scope of this contract, and if that claim or lawsuit is covered under a Memorandum of Coverage issued to the City of Redondo Beach, then the City of Hermosa Beach shall be responsible for any Retained Limit of the City of Redondo Beach under such Memorandum of Coverage.

10. Liability. Hermosa Beach agrees to indemnify, hold harmless and defend at its expense Redondo Beach from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Redondo Beach may be subject to arising out of, or resulting from, the performance of this contract and Redondo Beach's duties hereunder as City Prosecutor. Notwithstanding the foregoing, Hermosa Beach's obligation under this Section 11 shall not apply to any punitive or exemplary damages

which may be awarded by a court against Redondo Beach; nor shall this paragraph apply to liability incurred by Redondo Beach for actions outside the scope of services or which result from wrongful or malicious conduct or gross negligence, or through the use of any personal vehicle, all as to which Redondo Beach shall indemnify and hold Hermosa Beach, its officers, agents and employees harmless.

11. **Conflict of Interest.** Redondo Beach affirms and warrants that it has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Redondo Beach shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

12. **Entire Agreement.** This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein. No modifications to this Agreement shall be effective unless reduced to writing and signed by both parties.

13. **General Provisions.**

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be effective as of October 1, 2014.
- C. If any provisions or any portion hereof contained in this agreement is held to be unconstitutional, invalid or unenforceable the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. Hermosa Beach is entering into this Agreement by virtue of the professional reputation, experience and competence of Redondo Beach. Hence, the obligations of Redondo Beach under this Agreement shall not be signed or subcontracted, nor shall the rights be delegated without prior written approval of the City Manager.
- E. Redondo Beach shall comply with and adhere to all City policies, rules

and regulations including but not limited to its policies regarding non-discrimination and sexual harassment.

F. Notice shall be deemed to have been given as of the date of personal service, or as the date of deposit of the same in the custody of the United States Postal Service addressed as follows:

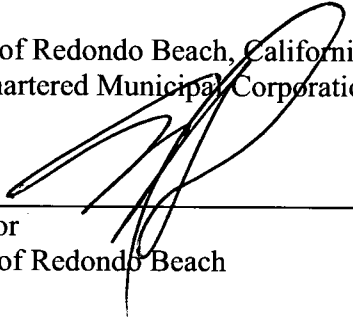
CITY: City Manager
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254

PROSECUTOR: City of Redondo Beach
City Attorney's Office-City Prosecutor Division
415 Diamond Street
Redondo Beach, California 90277

Executed as of the day and year first above-written.

IN WITNESS WHEREOF, these parties have executed and entered into this Agreement as of the date first written above.

City of Redondo Beach, California
A Chartered Municipal Corporation



Mayor
City of Redondo Beach

City of Hermosa Beach, California
A Municipal Corporation



City Manager


9/30/14
Date

ATTEST:



City Hermosa Beach City Clerk

ATTEST:




City of Redondo Beach City Clerk

APPROVED AS TO FORM:



City of Hermosa Beach City Attorney

APPROVED AS TO FORM:



City of Redondo Beach City Attorney

EXHIBIT A

Scope of Services:

The Scope of Services shall consist of prosecution of violations of the Hermosa Beach Municipal Code (excluding violations of the Zoning Ordinance and the Building Code) and misdemeanor and infraction violations of the California Penal Code, including but not limited to the following tasks:

- Meeting with the various departments and staff entrusted with the enforcement of the various legal codes concerning violations, enforcement, and prosecution during regular office hours each week;
- Review all of misdemeanor, infraction, and municipal code violations;
- Filing and/or coordination filing of all criminal complaints (Infraction and Misdemeanor);
- Complete all legal procedures for prosecution through the municipal court system making all court appearances in connection with prosecutions including arraignment, pretrial appearances, motions, and trials (jury and court);
- Representing the City in traffic court as required;
- Filing answers and assisting the departments with Pitchess and discovery motions, making court appearances and attending in camera hearings as needed;
- Assisting with legal filings for asset forfeitures in connection with illegal narcotics activity;
- Preparing necessary documents to include motions and orders in conjunction with evidence and seized property releases and destruction, making court appearances as necessary;
- Developing and presenting in-service training programs and legal updates to personnel involved in the enforcement of the various codes and laws as needed;
- Providing legal support and advice on sensitive investigations;
- Developing and maintaining programs and procedures to effectively track prosecutions and report statistical data on case loads and case dispositions on a monthly basis to the Police Chief;
- Being available on an on call basis to respond to crime scene locations and to assist the departments in the preparation and attainment of search warrants, arrest warrants, bail deviations and other legal matters as needed.
- Closely supervise all volunteer lawyers to whom tasks under this Agreement are assigned, to assure that they are performed with the degree of care and professional skill expected of Prosecutor in the performance of the duties hereunder.