

## **AGREEMENT FOR CITY PROSECUTOR SERVICES**

This AGREEMENT FOR CITY PROSECUTOR SERVICES ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("Manhattan 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. Manhattan Beach seeks to engage Redondo Beach City Attorney to serve as City Prosecutor ("Prosecutor") of the City of Manhattan 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 Manhattan Beach to perform this service for City.

D. Manhattan Beach and Redondo Beach each seek to benefit both financially, by eliminating existing redundancies and providing greater efficiencies of scale, and from more effective prosecution, with local control, 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. **Scope of Services.** Manhattan Beach hereby engages and appoints the Redondo Beach City Attorney to serve as Manhattan Beach's City Prosecutor 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. Redondo Beach City Attorney

shall perform the City Prosecutor 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 City Prosecutor services hereunder.

**2. Term.**

A. The term of this Agreement shall commence \_\_\_\_\_, 2022 and shall continue for a period of one-year, subject to termination by either party with or without cause, on one hundred and eighty (180) days written notice of termination to the other party.

**3. Compensation.** Manhattan Beach agrees to pay Redondo Beach for services rendered pursuant hereto a flat monthly fee of \$25,000.00 (Twenty-Five Thousand 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 Manhattan 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-No Employment.** The parties agree that neither Redondo Beach nor any officer, agent or employee of Redondo Beach, by virtue of this Agreement, or otherwise, shall be considered to be an employee of Manhattan Beach. No benefits provided to Manhattan Beach employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits shall be provided or be available to Redondo Beach employees. Redondo Beach shall remain solely and exclusively responsible for the direct payment to the Redondo Beach City Attorney, assistants, deputies and other personnel providing services under this Agreement, including for any applicable wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and /or other allowances or reimbursement of any kind, including but not limited to, workers' disability

compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or other statutory or contractual right or benefit based, in any way, upon any Redondo Beach personnel status as an employee of Redondo Beach. That notwithstanding, the Redondo Beach attorneys shall be entitled to observe all City holidays in the same manner as employees of Manhattan Beach and shall be permitted to park their personal vehicles on a non-reserved basis in the parking lot adjacent to Manhattan Beach City Hall.

5. **General Expenses.** Manhattan 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 Manhattan Beach's City Manager based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against Manhattan Beach.

6. **Prosecutorial Discretion.** Manhattan 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/her independent prosecutorial discretion without interference by Manhattan Beach. The final authority for rendition of services, standards of performance, and other matters incident to the performance of prosecution services and the control of Redondo Beach personnel shall remain in Redondo Beach City Attorney. The Redondo Beach City Attorney shall have the exclusive authority to file a criminal complaint and conduct the prosecution of any criminal violations.

7. **Service Related Injury Income Protection.** Manhattan Beach and Redondo Beach agree that the Redondo Beach City Attorney and appointed Assistant City Attorneys or Deputy City Attorneys are not employees of Manhattan Beach and are not covered by the Manhattan 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 Manhattan Beach, its officers, agents and employees from and against all taxes, penalties, assessments and interest asserted against Manhattan Beach by reason of nonpayment by Redondo Beach of legally due taxes.

9. **Mutual Indemnity.**

A. The Parties shall be responsible for their own acts and omissions, and that of their own officers and employees.

B. Neither Redondo Beach nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Manhattan Beach under or in connection with any service or activity under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, Manhattan Beach shall fully indemnify and hold Redondo Beach harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Manhattan Beach under or in connection with any service or activity under this Agreement.

C. Neither Manhattan Beach nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Redondo Beach under or in connection with any service or activity under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, Redondo Beach shall fully indemnify and hold Manhattan Beach harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Redondo Beach under or in connection with any service or activity under this Agreement.

D. This section shall survive the termination of this Agreement.

10. **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.

11. **General Provisions.**

- A. The text herein shall constitute the entire agreement between the parties.
- 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.** 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:

MANHATTAN BEACH:

City Manager  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266

REDONDO  
BEACH:

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

[SIGNATURE PAGE FOLLOWS]

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

REDONDO BEACH	MANHATTAN BEACH
By: _____	By: _____
Attest:  _____	Attest:  _____
Approved as to form:  _____	Approved as to form:  _____
City Attorney	Special Counsel

## **EXHIBIT A**

### **Scope of Services:**

The Scope of Services shall consist of attorney services for the prosecution of misdemeanor violations of State Law, including but not limited to the following tasks:

- Review each alleged misdemeanor violation of State law for determination of whether it satisfies the legal requirements for filing a misdemeanor criminal complaint. This includes all alternative felony/misdemeanor offenses, also known as wobbler offenses, that are not filed by the District Attorney as felonies.
- Coordination of filing of all misdemeanor criminal complaints. This does not include the clerical work in preparing the complaints which will be handled by MBPD (as it is by RBPB and HBPD in their cities). MBPD is also responsible for securing witnesses-effectuating service of subpoenas (both civilian and law enforcement) at trial/hearings.
- 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) all the way through any appeals and conclusion of each case.
- Bring appropriate Manhattan Beach cases into the Homeless Court Program should Manhattan Beach host the Homeless Court twice per year.
- Developing and presenting in-service training programs and legal updates to personnel involved in the enforcement of the various laws upon request.
- Providing legal support and advice on sensitive investigations.



## **EXHIBIT B**

### **CITY OF REDONDO BEACH PROSECUTION PROPOSAL**

There are ten (10) cities in Los Angeles County that prosecute all misdemeanor violations that occur within their city limits, including violations of State law. Half of those cities are located in the South Bay (in addition to the areas of the City of Los Angeles located in the South Bay). (See Attachment A). The primary reason for handling all misdemeanor prosecutions at the city level is to maximize local control over how crimes are charged and prosecuted in light of each city's unique areas of concern regarding public safety. Of those ten cities, eight have a prosecution division within a full-time City Attorney's Office, one has a separately elected City Prosecutor (Long Beach), and the tenth (Hermosa Beach) contracts with the Redondo Beach City Attorney's Office to handle prosecution in their city.

The Redondo Beach City Manager and City Attorney have determined that it may be feasible and of benefit to both cities for Redondo Beach to provide prosecution services for Manhattan Beach as we currently do for Hermosa Beach. In order to do so, it would require approval of both city councils and, because Manhattan Beach is not a charter city, the approval of the District Attorney as well.

The Redondo Beach City Attorney's Office prosecutes criminal cases arising from misdemeanor violations of State law, the City Charter and City ordinances. This includes those felony arrests referred back to the City Attorney's Office from the District Attorney ("Wobblers").

The City Prosecutor's Division handles every criminal case from its inception, i.e. filing of a criminal case to trial and sometimes the appellate process. This Division is devoted full-time to providing the full range of prosecution services and does not have any responsibilities on the civil side of the office. The prosecutors handle all the criminal cases (other than Homeless Court) at the Los Angeles Superior Court, Southwest District in Torrance, which is the same courthouse the City of Manhattan Beach cases are heard.

Our City Prosecutors are familiar with the types of criminal cases that are handled in the Beach Cities and are obviously familiar with the courthouse, the other prosecutors, the defense bar and the judges.

There is one additional step necessary for this to work efficiently for both cities. Currently, although misdemeanor arraignments for all three beach cities are heard in the same courtroom (Department 3 on the second floor of the Torrance Superior Court), subsequent proceedings like pretrials and jury trials are not. Redondo and Hermosa cases are heard in Department 2 on the second floor while Manhattan cases are heard in Department P on the fourth floor. As detailed in our implementation plan below, one of the first steps I would take if both cities decide to go forward with this proposal is to make a formal request of Supervising Judge Alan Honeycutt to have the Manhattan Beach cases heard in the same courtrooms that the Redondo and Hermosa cases are currently assigned. Based on initial conversations, the Superior Court is open to such a request.

## **Implementation**

Step 1 - Within 30 days of a) the initial decision by both City Councils for Redondo Beach to provide City Prosecutor services and b) subsequent approval by the District Attorney, the final language of the contract is prepared and presented to the two City Councils for approval.

Step 2 - Concurrently with the contract being finalized and approved, Redondo Beach personnel will meet with the District Attorney's Office to determine the status of the court calendar for Manhattan Beach misdemeanor cases, the number of upcoming cases set for trial and otherwise prepare for a smooth transition.

Step 3- Also during this time period, the Redondo Beach City Attorney will make a formal request to Site Supervising Judge Alan B. Honeycutt to consolidate the Manhattan Beach misdemeanor cases into the same two courtrooms in the Torrance Courthouse where the Redondo and Hermosa cases are assigned to maximize our efficiency in handling these cases.

Step 4 – Prosecution Division personnel will use this time to familiarize themselves with the unique law enforcement challenges facing Manhattan Beach. This will involve meetings with Police Command Staff, meeting with Detective Bureau personnel and setting up ride-alongs with patrol officers.

Step 5 – On the first effective day of the contract, Redondo Beach Prosecutors will commence prosecution services to Manhattan Beach. The Prosecution Division of the Redondo Beach City Attorney's Office provides full and complete prosecution service on a daily basis. This Division is devoted full-time to providing the full range of prosecution services and does not have any responsibilities or conflicts on the civil side of the office. We will provide the same level of service for Manhattan Beach if selected. At a minimum, this will involve reviewing any in-custody cases for filing every morning, Monday through Friday, before going to court. At court, all cases on calendar (including any "walk-ins") will be handled until the court calendar is cleared. All jury trials and appeals will be prosecuted. Moreover, the City Attorney will provide his cell phone and will agree to be contacted anytime of the day or night seven days a week if needed for urgent prosecution matters as he currently does in Redondo Beach and Hermosa Beach.

Step 6 - Quarterly reviews will be set up in advance to allow Police Command Staff and other interested Manhattan Beach Personnel to share their thoughts on what is working and areas of concern or that need improvement. Much of this will naturally occur due to the constant communications that our prosecutors will have with the Police Department. However, we still recommend that regular meetings are maintained so that nothing falls through the cracks.

## **Staff Requirements**

All the prosecution attorney duties will be handled by the Prosecutors from Redondo Beach. However, under this proposal the MBPD and Court Liaison Officer will handle subpoena control, prepare and file the misdemeanor complaints at court, handle defense discovery requests, service of subpoenas, trial related services such as preparation of transcripts for any audio and video recordings, as well as victim restitution as is done by RBPD and HBPD staff. All other tasks from the initial case review through ultimate resolution of each case including handling any appeals will be handled by the personnel in the Redondo Beach City Attorney's Office.

## **Staffing**

The Manhattan Beach cases will be handled by the full-time staff in the Prosecution Division of the Redondo Beach City Attorney's Office. They are:

Melanie Chavira, Redondo Beach City Prosecutor

Sydne Michel, Senior Deputy City Prosecutor

Ana Papadakis, Senior Deputy City Prosecutor

Joy Abaquin, Quality of Life Prosecutor

We would hire one additional entry level Deputy City Prosecutor to help handle the increased caseload. The caseload for the three cities will be handled evenly by all prosecutors (i.e. there won't be a specifically assigned Redondo or Manhattan prosecutor).

Additionally, the City Attorney Mike Webb, who has been a prosecutor for more than 30 years will be available to provide backup in the areas of case review for filing, covering court if necessary and being available and accessible when needed even at night or on weekends for more urgent matters.

## **Scope of Services:**

The Scope of Services shall consist of prosecution of misdemeanor violations of State law, including but not limited to the following tasks:

- Review each alleged misdemeanor violation of State law for determination of whether it satisfies the legal requirements for filing a misdemeanor criminal complaint.
- 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) all the way through any appeals and conclusion of each case.

- Developing and presenting in-service training programs and legal updates to personnel involved in the enforcement of the various laws upon request.
- Providing legal support and advice on sensitive investigations.

### **Fee Proposal**

We propose a simple and flat annual fee of \$300,000 payable in 12 equal monthly payments. This will cover all prosecution attorney services. The City Manager's Office and I think this amount will be adequate to cover our additional costs and enough of current overhead to recommend it to the Redondo Beach City Council (who will be discussing it at their meeting on September 21<sup>st</sup>).

As for Manhattan Beach, we think it is likely that this will be the most effective combination of cost effectiveness, local control, and public safety-oriented prosecution. There will be no conflict between keeping costs low and aggressively prosecuting the cases as there often is with an hourly fee for legal services.

Additionally, **if** Manhattan Beach decides it would like local control over misdemeanor prosecution, sharing some of the overhead costs of a full-time prosecution division with Redondo Beach will likely be much cheaper than creating one. Additionally, individuals often commit crimes in multiple cities. Having a unified approach to protecting and preserving public safety in the South Bay is an approach that will greatly benefit all three cities.

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