



**OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE**

10 Civic Center Plaza, 4<sup>th</sup> Floor  
Santa Ana, California 92701  
Direct No.: (714) 834-3303  
Fax No.: (714) 834-2359

**BENJAMIN P. de MAYO  
COUNTY COUNSEL**

**Agenda Item S108A  
June 20, 2006**

**M E M O R A N D U M**

June 15, 2006

**TO:** Members of the Board of Supervisors  
**FROM:** Benjamin P. de Mayo, County Counsel  
**SUBJECT:** Outside Counsel Contract with Jones & Mayer

Your Board directed that a review of the outside counsel contract with Martin Mayer of the law firm of Jones & Mayer be agendized for discussion on June 20th. This memorandum is intended to provide background for that discussion.

The County's Contract Policy Manual and Outside Counsel Policies and Procedures provide, "The Board of Supervisors has sole authority to select outside legal counsel. All department, agency and district requests to employ outside legal counsel (other than CEO/Risk Management counsel and bond counsel) shall be presented to the Board by the Office of County Counsel."

County Counsel, at the request of the Sheriff, first agendized a proposed contract with Jones & Mayer on June 28, 2005. That item was removed from the agenda. It was again agendized on December 6, 2005 and approved by your Board that date. Jones & Mayer was recommended to your Board due to Martin Mayer's expertise in law enforcement personnel issues.

The scope of services to be provided by Jones & Mayer states: "ATTORNEYS shall provide all legal services requested by County Counsel within the Scope of Services described below: Provision of legal advice regarding SHERIFF issues relating to peace officer personnel matters, under the supervision of County Counsel, in an amount not to exceed \$100,000 per fiscal year. All such advice shall address issues arising in the course of the SHERIFF's performance of his duties and functions as SHERIFF, and not matters involving the Sheriff in his personal capacity or his capacity as a candidate for elective office."

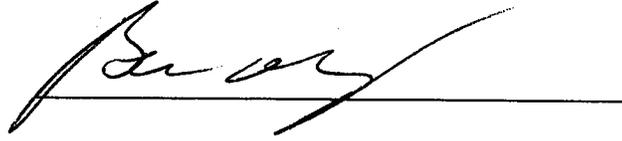
Through May 31, 2005, Jones & Mayer had incurred \$1,800 in legal fees. The term of the agreement is from December 6, 2005 until December 5, 2006. The Agreement may be terminated in whole or part by the County at any time by delivery of a written termination notice.

Members of the Board of Supervisors

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**Recommended Action:** Consider the matter and provide Board direction.

A handwritten signature in black ink, appearing to read "B. G. Mauk", is written over a horizontal line.

cc: Thomas G. Mauk, CEO  
Michael Carona, Sheriff-Coroner  
Darlene Bloom, Clerk of the Board