

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

550



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
01/18/12

SUBJECT: Approval of an Agreement with Jones and Mayer Attorney Services

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize the Purchasing Agent to purchase attorney services from Jones and Mayer for the Sheriff's Department, at a cost not to exceed \$50,000 annually, renewable in one year increments, through June 30, 2016, without securing competitive bids, in accordance with Ordinance 459.4.

2. Authorize the Chair to execute the Agreement on behalf of the Board.

BACKGROUND: The Sheriff's Department is constantly involved in conducting criminal investigations, law enforcement operations that involve near constant fiscal risk, and administrative actions that involve complex legal issues that turn and evolve on civil and criminal court cases and new laws codified each year.

Sheriff Stan Sniff
Office of the Sheriff, Riverside County

FINANCIAL DATA	Current F.Y. Total Cost:	\$50,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2011-12

SOURCE OF FUNDS: Department Budget BR 12-046	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

Approve —

County Executive Office Signature LARRY PARRISH

- Policy
- Consent
- Policy
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

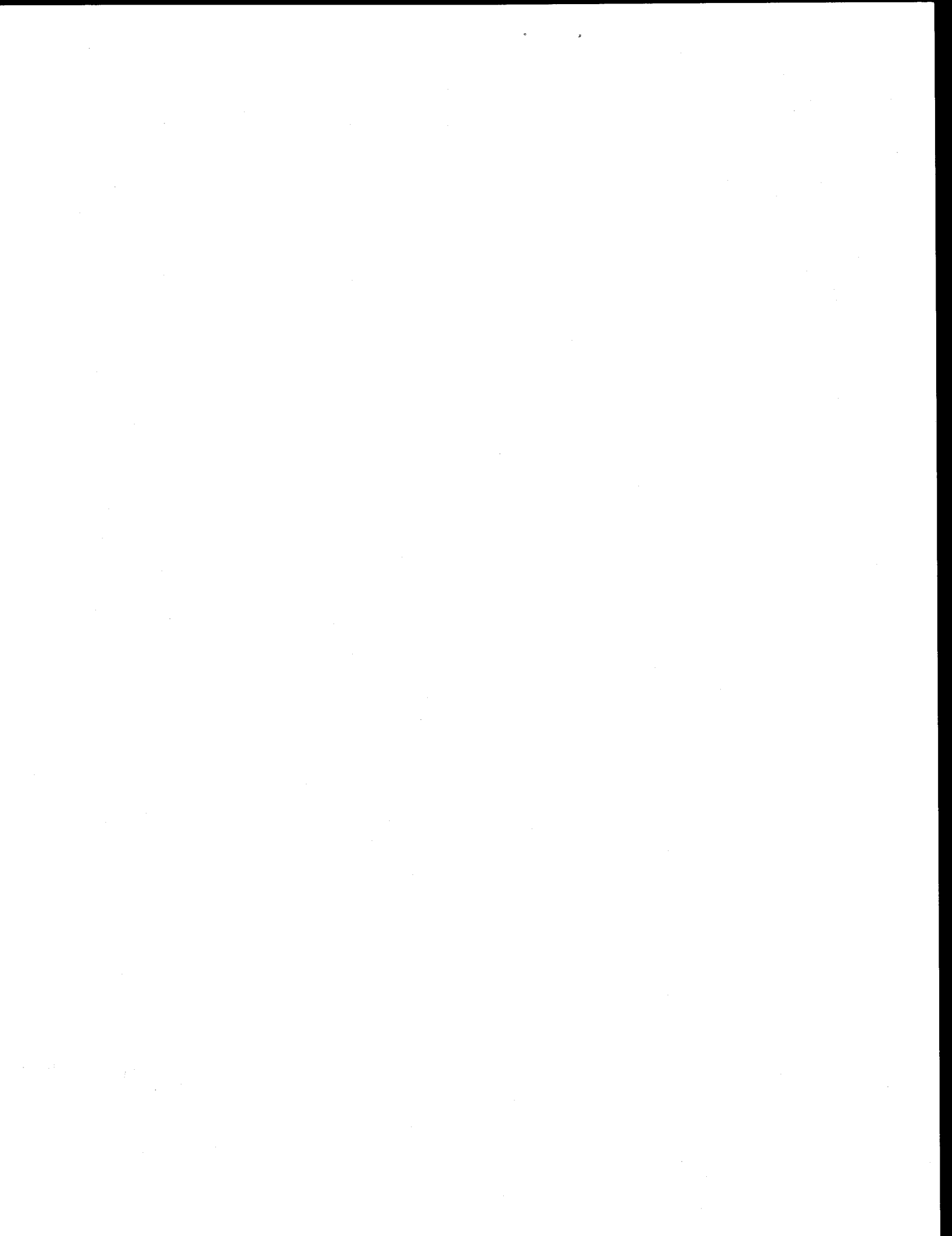
On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: January 24, 2012
 xc: Sheriff, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

3.28

Dept Recomm.:
Per Exec. Ofc.:

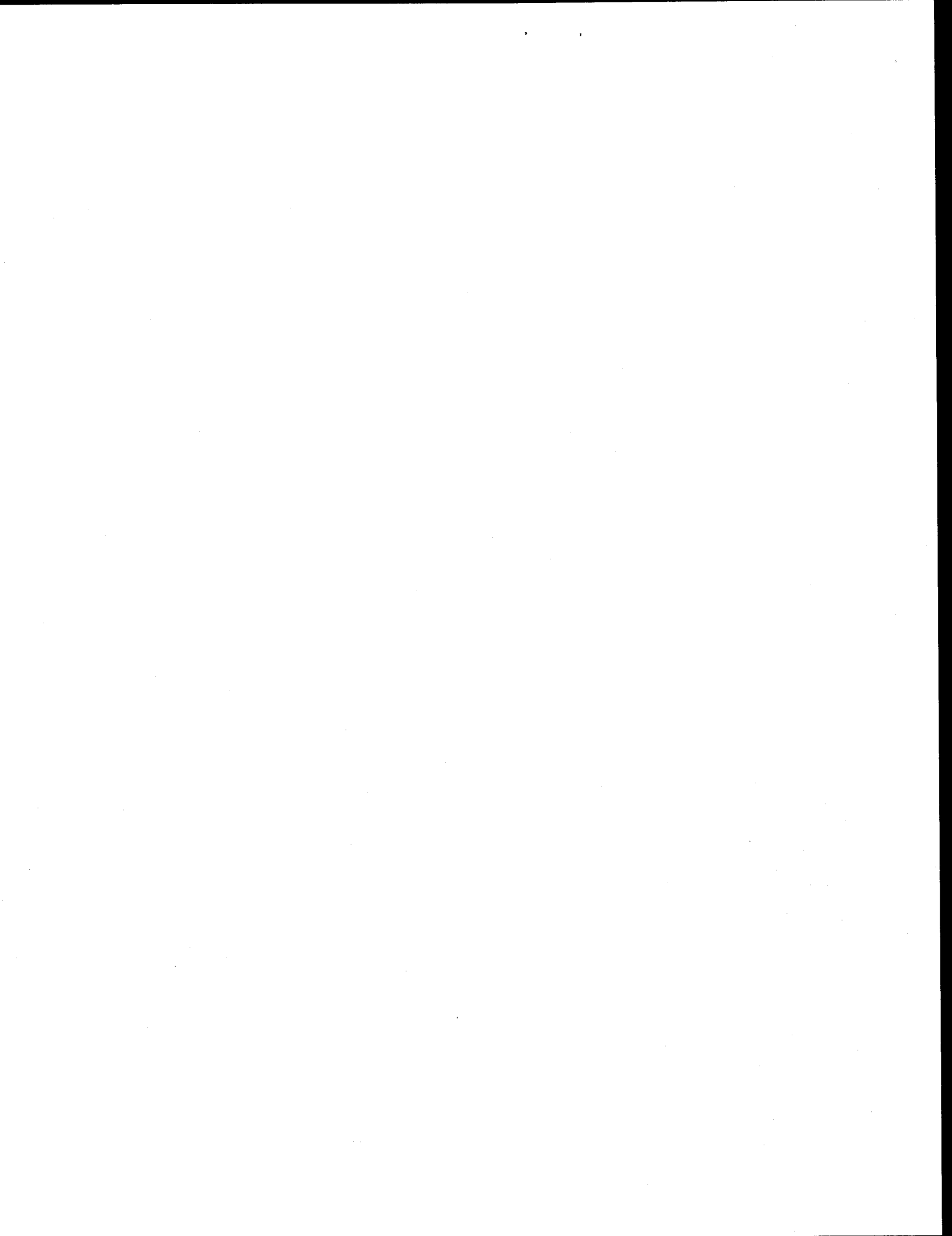


For nearly 40 years, the Office of Sheriff has utilized a very small handful of specialized and privately contracted attorneys that focus on law enforcement operations, policy, procedures and law enforcement disciplinary guidance, with increasing need to keep up with the complexity on an as-needed basis.

The Sheriff routinely seeks legal input from County Counsel for a variety of contractual, civil and county ordinance related areas and will continue to do so for those appropriate areas of expertise. In areas of criminal statute interpretation, the impact of new statutes or criminal case law, legal guidance on the operations of the department that include jail, courts and coroner responsibilities, and including police discipline, the Sheriff needs access to the best legal advice. The Sheriff needs quick and experienced legal guidance and opinion from those attorneys who specialize and routinely operate in that arena.

The firm of Jones and Mayer has for many years provided research, analysis and opinions on issues specifically related to law enforcement litigation and operational issues impacting California police departments and sheriff's offices. The firm specializes in legal issues that include use of force, pursuits, discipline and due process, public records, personnel files, the California Public Safety Officers Procedural Bill of Rights Act (POBR), Megan's Law, Public Law 280, and more recently, the State's "realignment" issues pursuant to AB 109. Also, the firm serves as General Counsel to the California State Sheriffs' Association (CCSA), the California Police Chiefs Association (CPCA), and the California Peace Officers' Association (CPOA). The firm of Jones and Mayer for over 25 years is considered to be the experts in law enforcement litigation, POST-related training issues, and many chief executives within the law enforcement community openly share that legal guidance. Nearly every law enforcement executive receives routine legal updates in the form of training bulletins from this firm, underscoring the extremely high level of expertise in the law enforcement specialization and police litigation.

This firm has published several books concerning police litigation, practices and procedures; this firm provides classroom instruction throughout California on the topic and has a very extensive internet site with client alerts and publications. This firm also offers expertise in the field of municipal law, employment litigation, writs and appeals, tort litigation and civil litigation. Often issues arise in these ancillary fields and are directly impacted by POBR implications and other considerations exceptional to law enforcement. New sheriff's taking office in California receives their training on their constitutional legal authority and responsibilities from this same firm.

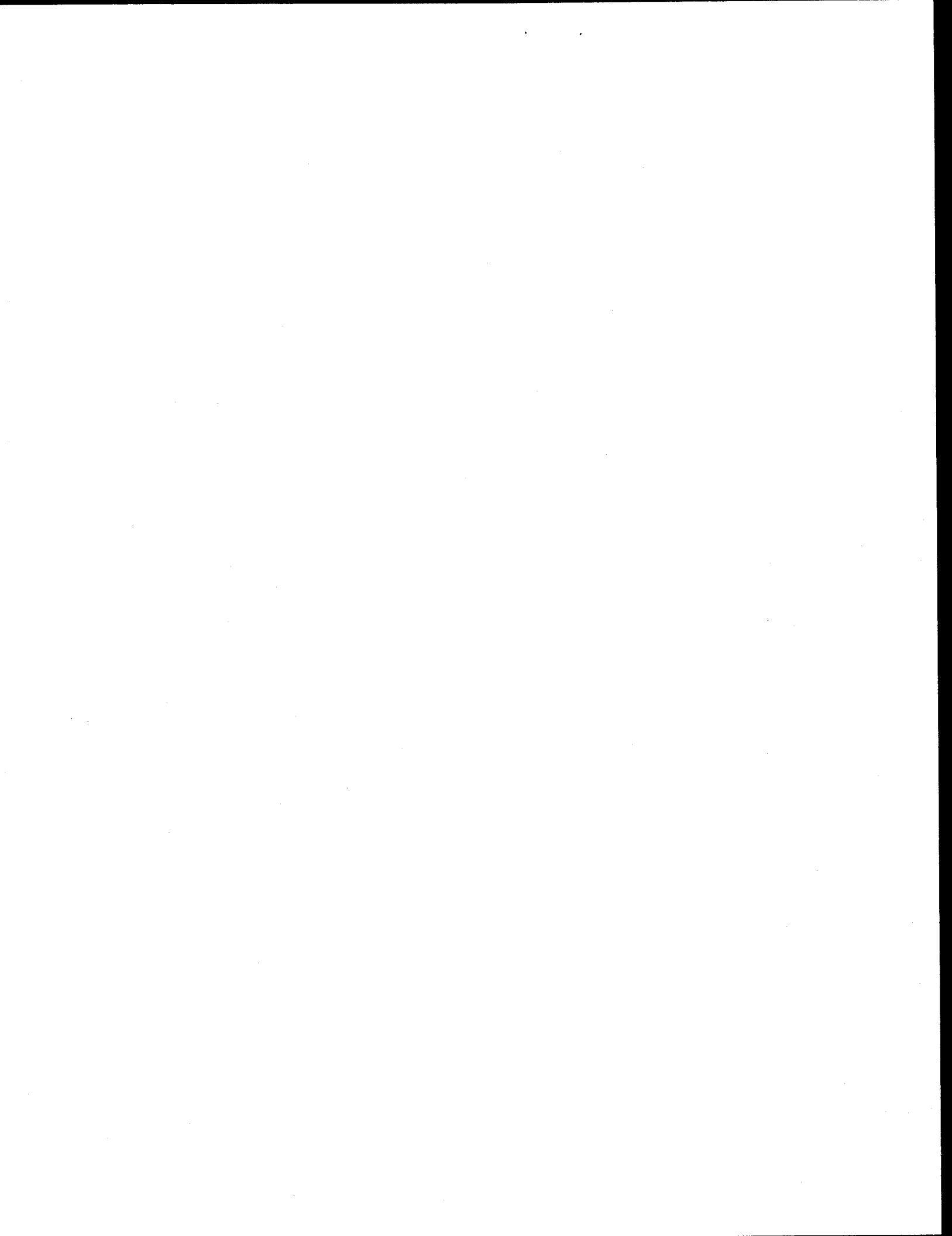


The Sheriff's Department is a very unique entity that is involved in a wide variety of specialized areas, in which other county departments or functions are not impacted. The expertise of the Jones and Mayer firm in the field of police litigation allows for short notice guidance in very specialized and complex areas of the law. It is important to the Office of Sheriff to get prompt, thorough legal guidance that is strengthened in credibility by understanding what other California law enforcement agencies are doing. When necessary, the firm can provide an independent and impartial legal analysis needed to avoid conflicts of interest or the perception of a conflict. Additionally, there are times when legal advice is necessary outside normal business hours and the firm is available if this necessity arises.

The Sheriff must be able to seek timely legal advice and guidance from the best possible and most credible legal sources available, in order to both protect the County of Riverside and the 2.3 million residents the department serves directly or indirectly.

Price Reasonableness

Due to their longstanding history with the County of Riverside, the hourly rate of \$185 per hour is significantly less than the hourly rate charged to most of their law enforcement clients. Newer clients are brought in at a higher rate.



Date: November 15, 2011
From: Will Taylor, Director of Finance Department/Agency: Sheriff's Administration
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Single Source Procurement; Request for Attorney Services

The below information is provided in support of my Department requesting approval for a single source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for single source.

1. **Supply/Service being requested:** Attorney Services for issues specifically related to law enforcement litigation.
2. **Supplier being requested:** Jones and Mayer
3. **Alternative suppliers that can or might be able to provide supply/service:** None in California with the level of expertise as Jones and Mayer.
4. **Extent of market search conducted:** Past and present Sheriffs have utilized the firm of Jones and Mayer over the year to provide research, analysis and opinions on issues specifically related to law enforcement such as the California Public Safety Officers Procedural Bill of Rights Act (POBR), Megan's Law, and more recently the state realignment issues. As General Counsel to the California State Sheriff's Association and the California Police Chiefs Association, Jones and Mayer are considered to be the experts in law enforcement litigation.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Attorney Mayer serves as legal counsel to the Sheriffs and Chiefs of Police in about 70 law enforcement agencies throughout California. Mayer serves as General Counsel to the California State Sheriff's Association (CSSA) and is General Counsel to other law enforcement associations including the California Police Chiefs Association.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Jones and Mayer specialize in the field of police litigation issues and the California Public Safety Officers Procedural Bill of Rights Act (POBR). The firm of Jones and Mayer has published several books concerning the same, provides classroom instruction throughout California on the topic and has a very extensive Internet site with client alerts and publications. The firm also offers expertise in the field of municipal law, employment litigation, writs and appeals, tort litigation and civil litigation. Often issues arise in these ancillary fields and are directly impacted by POBR implications and other considerations exceptional to law enforcement.

The Sheriff's Department is a very unique entity that is governed largely by POBR, while other county entities are not impacted. The expertise of the Jones and Mayer firm in the field of police litigation allows for a more specialized and complex area of the law. When necessary, the firm of Jones and Mayer can provide an independent and impartial legal analysis needed to avoid conflicts of interest or the perception of a conflict. Additionally, there are times when legal advice is necessary outside normal business hours and the firm of Jones and Mayer is available if this necessity arises.



7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** Due to their longstanding history with the County of Riverside, the hourly rate of \$185 per hour is significantly less than the hourly rate charged to most of their law enforcement clients. Newer clients are brought in at a higher rate.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.
9. **Period of Performance:** Not to exceed \$50,000 annually, renewable in one year increments through June 30, 2016, as long as price increases do not exceed the CPI, and funds are available in the budget.

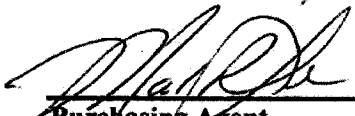


Chief Deputy Signature 11/21/11
Date

Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
Not to exceed: \$ 50,000 One time Annual Amount through 6-30-2016



Purchasing Agent 11-23-11
Date 12-307
Approval Number
(Reference on Purchasing Documents)



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**AGREEMENT WITH JONES & MAYER
FOR PROFESSIONAL LEGAL SERVICES**

THIS AGREEMENT is entered into as of the date written below, and is made by and between THE COUNTY OF RIVERSIDE (hereinafter "COUNTY"), on behalf of the Sheriff's Department (hereinafter "SHERIFF") and JONES & MAYER (hereinafter referred to as "ATTORNEYS"). The Parties hereto agree as follows:

1. TERM. This AGREEMENT shall commence on execution and, unless terminated pursuant to Section 6, shall continue through June 30, 2013, or completion of the last work assignment, whichever occurs first.

2. LEGAL SERVICES. ATTORNEYS shall assist SHERIFF with legal advice and guidance in the following areas: Peace Officer Bill of Rights (POBR) matters; providing legal advice and guidance when the Office of County Counsel determines they are unavailable per Board Policy A-18; providing legal advice or guidance when County Counsel determines a conflict of interest arises or a conflict is determined pursuant to the procedures under Government Code Section 31000.6 This AGREEMENT is for transactional services only. Litigation services are not the subject of this AGREEMENT.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this AGREEMENT shall be Martin J. Mayer. The Supervising Attorney shall have full authority to act for ATTORNEYS on all matters encompassed by this AGREEMENT and shall be fully responsible for the quality of the work produced.

Upon execution of this AGREEMENT, the Supervising Attorney shall provide to SHERIFF the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this AGREEMENT. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the lowest level of personnel (e.g., junior attorneys, associates and paralegals) qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, SHERIFF. SHERIFF retains the right to approve or disapprove any and all attorney assignments.

4. PRIOR APPROVALS. ATTORNEYS shall obtain the prior written approval of SHERIFF before: (i) retaining any consultant; or (ii) commencing travel on behalf of SHERIFF outside the Counties of Riverside or San Bernardino.

5. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEYS represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this AGREEMENT or any competing agreement, and no spouse or economic dependent of such employee is, or shall be, employed in any capacity by ATTORNEYS, or shall have any direct or indirect financial interest in this AGREEMENT.

It is possible that some of ATTORNEYS' present or future clients will have disputes with COUNTY during the time that ATTORNEYS are representing the SHERIFF. Should a situation arise where a client engages ATTORNEYS in any matter adverse to COUNTY (except where the

Jones & Mayer
Professional Legal Services

matter is specifically for the SHERIFF and a conflict of interest has been determined pursuant to the terms of Section 2 herein), or in which COUNTY'S interest may be adversely affected, ATTORNEYS will notify COUNTY in writing. Upon receipt of such notice, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEYS. Should COUNTY determine that it is in COUNTY'S best interest to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS in writing. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination .

6. TERMINATION. Services performed under this AGREEMENT may be terminated by COUNTY, in whole or in part, at any time COUNTY deems termination to be in its best interest. COUNTY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

7. EFFECT OF TERMINATION. After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEYS shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (ii) complete services not terminated by the Termination Notice; and (iii) submit final billing for terminated services within thirty (30) days from the effective termination date.

8. CLOSING REPORT UPON TERMINATION. ATTORNEYS shall deliver a Closing Report to SHERIFF immediately after termination of services under Section 6 which shall include, but not be limited to: (i) a brief description of the status of all matters for which services have been provided; and (ii) a discussion of COUNTY'S exposure and applicable law, if appropriate.

ATTORNEYS shall give SHERIFF copies or originals, as appropriate, of all files and attorney work product relating to all matters for which services have been provided. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

9. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the terms of this AGREEMENT shall not exceed Fifty Thousand Dollars (\$50,000), unless a written amendment to this AGREEMENT is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by SHERIFF beyond the approved compensation. ATTORNEYS shall notify SHERIFF immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation.

10. FEES. The billing rate for all personnel providing services under this AGREEMENT shall be as follows:

\$185 per hour for attorneys

\$100 per hour for paralegal

ATTORNEYS will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

11. EXPENSES. SHERIFF shall reimburse ATTORNEYS for their actual out-of-pocket expenses, but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in ATTORNEYS' hourly rates.

Reimbursable ordinary expenses shall include, but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iii) in-house document reproduction, provided, however, that if an amount charged in any one month will exceed \$500.00, prior approval of SHERIFF shall be obtained; and (iv) long distance phone calls.

Reimbursable extraordinary expenses shall include charges for which ATTORNEYS have obtained prior approval of SHERIFF. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the County of Riverside or San Bernardino; (iii) investigative services and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for time spent to provide necessary information for COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by SHERIFF; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to COUNTY.

12. PAYMENT. ATTORNEYS shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

County of Riverside

Riverside, CA 92501

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each professional; (ii) a listing of each activity as a line item in a time reporting format acceptable to SHERIFF with a description of specific activities for each professional; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

ATTORNEYS shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to by SHERIFF and ATTORNEYS.

SHERIFF shall make payment(s) for services rendered under this AGREEMENT monthly in arrears based on the itemized billing statement(s) submitted by ATTORNEYS. Payment shall be

made by SHERIFF within thirty (30) days after receipt of billing from ATTORNEYS. SHERIFF shall not pay interest or finance charges on any outstanding balance(s).

13. SUPERVISION OF AGREEMENT. The SHERIFF, or his designee, shall have full authority to supervise ATTORNEYS on matters encompassed by this AGREEMENT.

14. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this AGREEMENT. The maintenance of confidentiality shall be in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all personnel providing services of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

15. COMMUNICATIONS WITH COUNTY. ATTORNEYS recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this AGREEMENT from or through SHERIFF, is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner whatsoever any of the information obtained from COUNTY and SHERIFF, and agents, employees, officers and/or representatives thereof in connection with said relationships or proceedings. ATTORNEYS understand that the Office of County Counsel is the empowered legal representative of COUNTY and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent COUNTY'S legislative or appointive bodies.

16. INSURANCE. Without limiting or diminishing ATTORNEYS' obligation to indemnify or hold COUNTY harmless, ATTORNEYS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this AGREEMENT.

A. Workers' Compensation:

Statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California, if ATTORNEYS have employees as defined by the State. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEYS' performance of its obligations hereunder. Policy shall name COUNTY, its Board of Supervisors, Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials, directors, officers, employees, agents or representatives as Additional Insureds. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this AGREEMENT, then ATTORNEYS shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name COUNTY, its Board of Supervisors, its Agencies, Districts, Special Districts, and Departments and their respective elected or appointed officials directors, officers, employees, agents or representatives as Additional Insureds.

D. Professional Liability:

ATTORNEYS shall maintain Professional Liability Insurance providing coverage for services included within this AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ATTORNEYS' Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT. Upon termination of this AGREEMENT or the expiration or cancellation of the claims made insurance policy, ATTORNEYS shall purchase at its sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3) demonstrate through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by COUNTY'S Risk Manager. If COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) ATTORNEYS' insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of COUNTY'S Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of COUNTY'S Risk Manager, ATTORNEYS' carriers shall either: 1) reduce or eliminate such self-insured retention as respects this AGREEMENT with COUNTY, or 2) procure a

bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) ATTORNEYS shall cause ATTORNEYS' insurance carrier(s) to furnish COUNTY with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by COUNTY'S Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this AGREEMENT shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and that the insurance required herein is in full force and effect. ATTORNEYS shall not commence services until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that ATTORNEYS' insurance shall be construed as primary insurance, and COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

~~5) If, during the term of this AGREEMENT or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of services which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this AGREEMENT, including any extensions thereof, exceeds five (5) years COUNTY reserves the right to adjust the types of insurance required under this AGREEMENT and the monetary limits of liability for the insurance coverages currently required herein, if, in COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by ATTORNEYS has become inadequate.~~

6) ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this AGREEMENT.

7) The insurance requirements contained in this AGREEMENT may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this AGREEMENT.

17. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless COUNTY, its Board of Supervisors, Agencies, Districts, Special Districts and Departments and their respective elected and appointed officials, directors, officers, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of ATTORNEYS, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this AGREEMENT. ATTORNEYS shall defend, at its sole expense, and pay all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein by ATTORNEYS, ATTORNEYS shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEYS' indemnification to Indemnitees as set forth herein.

ATTORNEYS' obligation to indemnify hereunder shall survive the term of this Agreement and will remain in force for as long as the law allows.

ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS have provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this AGREEMENT shall in no way limit or circumscribe ATTORNEYS' obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

18. NOTICES. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to SHERIFF or ATTORNEYS at the addresses below, or at any other address SHERIFF or ATTORNEYS shall provide in writing to each other:

If to COUNTY:

County of Riverside

Riverside, CA 92501

If to ATTORNEYS:

Martin Mayer
Jones & Mayer

19. ASSIGNMENT. No part of this AGREEMENT or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of COUNTY shall constitute a material breach of this AGREEMENT. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of COUNTY.

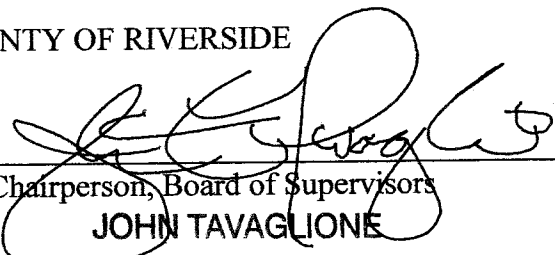
20. COMPLETE AGREEMENT. This AGREEMENT shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this AGREEMENT.

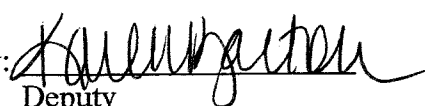
Dated: JAN 24 2012

COUNTY OF RIVERSIDE

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By: 
Chairperson, Board of Supervisors
JOHN TAVAGLIONE

By: 
Deputy

ATTORNEYS

Dated: _____

JONES & MAYER

By: _____
Richard D. Jones, Partner

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.54

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the recommendation from Sheriff-Coroner-Pa regarding Approval of Jones and Mayer Attorney Services is continued to Tuesday, January 24, 2012 at 9:00 a.m.

Roll Call:

Ayes: Buster, Stone, Ashley and Benoit

Nays: None

Absent: Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on January 10, 2012 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: January 10, 2012
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.
3.54

xc: Sheriff, COB

1-24-2012
3.28



Harper-Ihem, Kecia

From: Meyers, Bob <BMeyers@riversidesheriff.org>
Sent: Thursday, December 22, 2011 9:46 AM
To: Harper-Ihem, Kecia; Barton, Karen
Cc: Taylor, Will
Subject: 12/20/11 Board Item 3.19 Approval of Jones and Mayer Attorney Services

Good Morning Kecia and Karen,

The Sheriff's Department requests continuance of this item to January 24, 2012.

I assume the Board will not meet on 1/17/12 because of the MLK Holiday.

Many thanks and have a joyous Christmas,

Bob Meyers
Administrative Manager
Riverside County
Sheriff's Department
951-955-2722



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.19

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from Sheriff-Coroner-Pa regarding Approval of Jones and Mayer Attorney Services, is continued to Tuesday, January 10, 2012 at 9:00 a.m.

Roll Call:

Ayes: Buster, Tavaglione and Benoit
Nays: None
Absent: Stone and Ashley

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 20, 2011 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 20, 2011
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.

xc: Sheriff, COB

3.54

