



COUNTY OF SONOMA

575 ADMINISTRATION
DRIVE, ROOM 102A
SANTA ROSA, CA 95403

SUMMARY REPORT

Agenda Date: 12/16/2025

To: Board of Supervisors County of Sonoma

Department or Agency Name(s): County Counsel

Staff Name and Phone Number: Joshua Myers, Chief Deputy County Counsel (707) 565-2421

Vote Requirement: 4/5th

Supervisorial District(s): All

Title:

Legal Services Agreement for Sonoma County Sheriff's Office Conflict Counsel

Recommended Action:

Authorize County Counsel to execute an on-call legal services agreement for representation of the Sonoma County Sheriff's Office in the event that the Sonoma County Counsel's Office has a direct conflict in representing the Sheriff's Office; the agreement will have an initial term of three years and a not to exceed amount of \$150,000, with two separate extensions for two year terms each with do not exceed amounts of \$100,000, for a combined total possible contract amount over seven years of \$350,000.

Executive Summary:

In the event that a direct conflict arises between County Counsel's representation of two or more County departments or offices, County Counsel must recuse itself and the County must retain outside counsel for each department or office. The Sheriff's Office and the Independent Office of Law Enforcement Oversight (IOLERO) are involved in litigation and County Counsel cannot represent them in that litigation. , County Counsel will not be able to provide representation. As such, Counsel recommends the Board authorize County Counsel to execute a legal services agreement with Jones & Mayer to ensure the Sheriff has competent legal representation in matters where County Counsel has a direct conflict in representing the Sheriff's Office, such as the IOLERO litigation. IOLERO has secured independent outside counsel through prior Board items.

Discussion:

The California Government Code provides that County Counsel is the attorney for the County, including its departments and offices. County Counsel is governed by the same Rules of Professional Conduct as all other lawyers in California. When two different County departments or offices have a direct conflict that cannot be waived pursuant to the Rules of Professional Responsibility, the County must retain independent, outside attorneys to represent the conflicted departments or offices.

With the enactment of AB-1185 (signed by Governor Newsom on September 30, 2020) and the passage of Measure P in the November 2020 election (the Evelyn Cheatham Effective IOLERO Ordinance), the Director of IOLERO now has the authority to issue subpoenas to the Sonoma County Sheriff's Office, among other new oversight roles. The Rules of Professional Conduct that govern attorneys prohibit County Counsel from representing clients with direct conflicts. The Sheriff's Office may believe it appropriate to challenge the legality of a subpoena issued by IOLERO, or other aspects of the IOLERO's mandate. The Sheriff's Office and IOLERO are currently in litigation over IOLERO's authority to issue subpoenas to Sheriff's Office employees.

County Counsel has recused itself from representing either the Sheriff’s Office or IOLERO in this litigation. The Sheriff’s Office has been represented by the law firm of Jones & Mayer in this litigation. Jones & Mayer specializes in, among other areas, the representation of California Sheriff’s and Sheriff’s Office administration. Jones & Mayer was selected to represent the Sheriff’s Office in 2021 following a competitive selection process. The Sheriff’s Office is satisfied with the representation provided by Jones & Mayer and wishes to have this law firm continue to represent it when County Counsel has a direct conflict. IOLERO has been represented by a separate law firm in this litigation.

Absent such a direct conflict, however, County Counsel will continue to represent both IOLERO and the Sheriff’s Office with an ethical wall in place to separate the attorneys who represent each department.

Therefore, staff recommends that the Board authorize County Counsel to execute a further on-call legal services agreement with Jones & Mayer, included as Attachments A. The agreement will have an initial term of three years and a not to exceed amount of \$150,000, with two separate extensions for two year terms each with do not exceed amounts of \$100,000, for a combined total possible contract amount over 7 years of \$350,000. The cost for this legal services agreement would come from the Sheriff’s Office’s Budget for legal services and will be included in future budget requests. Execution of these agreements does not require additional appropriations.

Strategic Plan:

Racial Equity:

Was this item identified as an opportunity to apply the Racial Equity Toolkit?

No

Prior Board Actions:

On March 23, 2021, your Board approved a legal services agreement with Jones & Mayer to provide conflict counsel services to the Sheriff’s Office, with a three-year initial term, with the possibility of a two year extension.

On December 12, 2023, your Board approved the two-year extension of the Jones & Mayer contract, with a termination date of December 31, 2025.

FISCAL SUMMARY

Expenditures	FY25-26 Adopted	FY26-27 Projected	FY27-28 Projected
Budgeted Expenses	50,000	50,000	50,000
Additional Appropriation Requested			
Total Expenditures	50,000	50,000	50,000
Funding Sources			
General Fund/WA GF	50,000	50,000	50,000
State/Federal			

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Fees/Other			
Use of Fund Balance			
General Fund Contingencies			
Total Sources	50,000	50,000	50,000

Narrative Explanation of Fiscal Impacts:

The cost for this legal services agreement would come from the Sheriff's Office's Budget for legal services and will be included in future budget requests. County Counsel is estimating that outside Conflict Counsel may spend up to 100 hours per year for services related to these contracts. The Agreement has a not to exceed limit of \$150,000 for the initial three- year contract term, with \$100,000 do not exceed limits for the two extensions. The fiscal summary shows the total do not exceed amount encumbered in the current fiscal year. Any unspent funds will be rolled over and available for use in subsequent fiscal years.

Staffing Impacts:			
Position Title (Payroll Classification)	Monthly Salary Range (A-I Step)	Additions (Number)	Deletions (Number)

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Attachment A - Legal Services Agreement with Jones & Mayer

Related Items "On File" with the Clerk of the Board:

None.