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IT'S PERSONNEL  
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November 29, 2022

County of Mendocino  
Ted Williams  
Board of Supervisors Chair  
501 Low Gap Road  
Room 1010  
Ukiah, CA 95482

## ENGAGEMENT LETTER AND FEE ARRANGEMENT – Personnel Investigation

Dear Mr. Williams:

I have agreed to render services to Mendocino County (“County”) in connection with a workplace investigation into allegations of possible workplace misconduct.

### **Fee Arrangement**

At this time, I want to thank you for selecting It's Personnel to conduct this investigation. I also wish to set forth our agreement as to payment of my fees. My fees for services, including travel time, are \$345.00 per hour, plus any expenses that may be incurred, such as mileage, tolls, travel expenses, copying costs, postage, proofreading, and related expenses. My office will bill approximately monthly depending upon the amount of work that was done during that period of time. Payment is due within 30 days of receipt of the invoice. The invoices will go to the County administrative offices for payment.

### **Scope of Services**

This letter will clarify the scope of services provided in connection with this matter. The purpose of this investigation is to enable the County to have sufficient information to respond to any workplace misconduct. The investigation report will be limited to making determinations on factual allegations. Legal conclusions are not sought in my written report, although I will rely on my legal expertise to determine scope, frame issues, identify issues, and guide the requirements necessary to conduct a thorough investigation. I will not render legal advice as to what action to take as a result of the findings of the investigation. I will interview witnesses, collect, and review pertinent information, and report to the County on that information. As an independent fact finder, I will retain complete discretion regarding which witnesses to interview and which

documents to review. However, I will coordinate witness interviews and requests for documents through you or another County designee.

This agreement creates an attorney-client relationship between the County and It's Personnel. At this time, the attorney-client privilege and/or the attorney-work product doctrine is applied to this investigation, including any report or communications between your outside counsel (if required), the County, and me. When conducting interviews, I will advise each witness that I am investigating this matter on behalf of the County. In addition, I will remind each person interviewed to respond truthfully and honestly and direct each person not to discuss the matters under investigation, namely the questions asked or the responses given. I will also apprise each witness of the non-retaliation policy and define retaliation for each witness. I will send you a report at the conclusion of the investigation, including any supporting documents. The product will be attorney-client privileged. These copies will be your file copies. Please retain them. I will also keep the information in a file in my office, which will be my file. When I have completed all the work necessary, I will store the file for approximately three (3) years. I will destroy the file after that period of time unless you instruct me in writing now to keep your file longer.

After the report is completed, I understand I may be called upon to assist the County in preparing for any related hearing, deposition, or trial. In addition, I may also be called upon to testify during any related hearing, deposition, or trial, as requested by the County. I do not have a different rate for testifying, so the same terms apply to my time, irrespective of which party calls me as a witness. It's Personnel and the Investigator retain the right to hire legal counsel. Employer will be responsible for payment of such legal counsel.

The County agrees to defend, indemnify and hold It's Personnel and me harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to the investigation brought or asserted against It's Personnel or me by any investigation interviewee, County employee or official, or anyone claiming through them. The County will provide a defense for It's Personnel and me at its expense through its legal counsel. The County will also indemnify and hold It's Personnel and me harmless with respect to any judgment entered against it and/or with respect to any and all terms of settlement of any third-party claims relating to the services rendered under this agreement. This right of defense indemnification, or to be held harmless, shall not extend to any loss, liability, damage, or expense resulting from me and It's Personnel's for my gross negligence or other gross misconduct. In accordance with California Rule of Professional Conduct 3-400, this provision is not intended to apply to any potential professional malpractice action brought by the County against It's Personnel or me.

The scope of services may be reduced in the event that action occurs which eliminates the need for a more comprehensive investigation as outlined in this letter. In addition, the scope of services may be expanded as additional allegations or information comes to light during my investigation. I will notify you of any reduction or expansion in scope.

Either the County or I may terminate this agreement at any time, at which point all previously incurred fees and expenses which had remained unpaid shall be due.

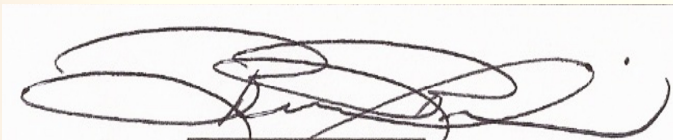
The agreement will take effect when approved by the County, but its effect will be retroactive to the date I first performed services on behalf of Mendocino County.

### **Conclusion**

Please review this letter, sign it if you do not have any questions or concerns, and email it back to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy of this letter and return it to me.

I really appreciate the opportunity to conduct this investigation. If you have any questions, please contact me at your convenience.

Very truly yours,



Rebecca Burnside, Esq.  
IT'S PERSONNEL CONSULTING

On behalf of Mendocino County, I have read this letter and consent to it. Furthermore, I grant and give my informed consent after Rebecca Burnside has proposed the course of conduct, has communicated adequate information, and has explained all material risks of and reasonable available alternatives to the proposed course of conduct.



Ted Williams

Date 12/06/2022