

1 LAW OFFICES OF DUNCAN M. JAMES
2 DUNCAN M. JAMES, SBN 40505
3 DOUGLAS L. LOSAK, SBN 220443
4 445 N. State Street
5 P.O. Box 1381
6 Ukiah, CA 95482
7 Telephone: (707) 468-9271

FILED

JUL 30 2021

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT

Attorney for Plaintiff, Sheriff Matthew Kendall

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF MENDOCINO, UKIAH BRANCH

10 * * * * *

11 MENDOCINO COUNTY SHERIFF
12 MATTHEW KENDALL,

13 Plaintiff,

14 v.

15 MENDOCINO COUNTY BOARD OF
16 SUPERVISORS,

17 Defendant.

Case No.:

21CV00561

DECLARATION OF MATTHEW KENDALL
IN SUPPORT OF MOTION FOR AN EX
PARTE ORDER PURSUANT TO
GOVERNMENT CODE §31000.6
DECLARING THE COUNTY COUNSEL
HAS A CONFLICT OF INTEREST IN
REPRESENTING BOTH THE BOARD OF
SUPERVISORS AND THE SHERIFF AND
APPOINTING THE LAW OFFICE OF
DUNCAN M. JAMES AS THE ATTORNEY
FOR THE SHERIFF

Date: July 30, 2021

Time: 2:00PM

Dept.: G

21 I, MATT KENDALL, declare:

22 1. I am the Sheriff of Mendocino County California. My term in office expires in
23 January, 2023.

24 2. Following my appointment to office, I began having difficulties with Carmel
25 Angelo, the Mendocino County Chief Executive Officer ("the CEO") and Fifth District

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26 DECLARATION OF MATTHEW KENDALL IN SUPPORT OF MOTION FOR AN EX PARTE
ORDER PURSUANT TO *GOVERNMENT CODE* §31000.6 DECLARING THE COUNTY COUNSEL
HAS A CONFLICT OF INTEREST IN REPRESENTING BOTH THE BOARD OF SUPERVISORS
AND THE SHERIFF AND APPOINTING THE LAW OFFICE OF DUNCAN M. JAMES AS THE
ATTORNEY FOR THE SHERIFF

1 Supervisor Ted Williams regarding the operation of my office, as hereinafter set forth. The
2 main ongoing issues are: (1) the operation of the Mendocino County Sheriff's Office
3 information technology infrastructure ("SHERIFF'S IT"), including but not limited to budget,
4 staffing and potential litigation relating thereto; (2) the attempted take-over of the SHERIFF'S
5 IT department by the County; (3) the extent of any authority the Sheriff may have to spend
6 county funds for non-emergency expenses beyond what has previously been budgeted and
7 appropriated; and, (4) the CEO's budget recommendations to the Board of Supervisors, which
8 includes a reduction of approximately 1.5 million dollars. (See Sheriff Kendall's declaration in
9 support of this ex parte motion.)

10 3. I met with County Counsel Christian Curtis regarding these issues with the
11 BOARD and Ms. Angelo and Mr. Curtis' conflict of interest in representing both the BOARD
12 and Ms. Angelo on the one hand and the Sheriff's Office on the other.

13 4. As a result of those discussions Sheriff Kendall submitted a request on June 23,
14 2021 to the BOARD that counsel be appointed to represent him regarding the matters as more
15 particularly detailed in an email. Attached hereto as Exhibit A is a true and correct copy of my
16 email to the Mendocino County Board of Supervisors dated June 23, 2021, requesting the
17 appointment of conflicts attorney to represent my office in the place and stead of the Mendocino
18 County Counsel Christian Curtis.

19 5. On June 23, 2021, County Counsel Curtis contacted the SHERIFF advising CEO
20 Angelo had concerns over how the item was presented and he wished for more time to calm and
21 explain the process to CEO Angelo. As a result of follow-up discussions between the SHERIFF
22 and County Counsel Curtis the SHERIFF withdrew the item and requested the matter be placed
23 on the BOARD agenda for a later date.

1 6. When it became apparent that no progress was being made in resolving the issue
2 of the SHERIFF hiring his own attorney to handle the conflict matters, the SHERIFF again
3 requested the matter be placed on the BOARD'S agenda nearly one month later for the
4 BOARD'S meeting to take place on July 20, 2021. Attached hereto as Exhibit B is a true and
5 correct copy of my written request to the Mendocino County Board of Supervisors dated July
6 16, 2021, requesting the appointment of conflicts attorney to represent my office in the place
7 and stead of the Mendocino County Counsel Christian Curtis.

8 7. Attached hereto as Exhibit C is a true and correct copy of the Agenda for the
9 Mendocino County Board of Supervisors meeting dated July 20, 2021.

10 8. Item 5e) on the agenda is titled "Discussion and Possible Action Including
11 Approval of Agreement with the Law Office of Duncan M. James in the Amount of \$50,000 to
12 Provide the Sheriff with Legal Assistance Pursuant to Government Code section 31000.6
13 Effective Upon Execution with No Term End Date."

14 The "*Recommended Action*" was to "Approve Agreement with the Law Office of
15 Duncan M. James [...]."

16 9. To my knowledge, the County Counsel submitted no documents in opposition to
17 my request for a finding there was a conflict-of-interest and that the Law Office of Duncan M.
18 James be hired as my conflicts counsel.

19 10. I was present during the meeting, which took place via video conferencing.

20 11. During the hearing, Mendocino County Counsel Christian Curtis stated on
21 multiple occasions that he had a conflict-of-interest: in representing both the Mendocino County
22 Board of Supervisors and my office; and, that an ethical wall could not be created.

23 12. In spite of that admission, the BOARD failed to pass any motion that there was a
24 conflict-of-interest the BOARD and indicated it was to be brought back before the BOARD on
25

1 a later date, August 3, 2021. No member of the Mendocino County Board of Supervisors at the
2 July 20, 2021 meeting made a motion either in support of or opposition to my request.

3 13. My request to have the appointment of conflicts counsel includes, but is not
4 limited to, the following facts:

5 a. In 2019 I was contacted by the Mendocino County Sheriff Office
6 Information Technology ("SHERIFF IT") Manager who advised me that he had been contacted
7 by a deputy in the Mendocino County Executive Office ("CEO"), Janelle Rau ("RAU") in the
8 parking area of county administration building. RAU told the SHERIFF IT Manager that she
9 was moving to take over the SHERIFF IT and it was simply a matter of when. One of my
10 numerous concerns is there are numerous people in the office of the CEO who hadn't passed the
11 required California Department of Justice background checks.

12 b. The SHERIFF IT Manager again contacted me on the same subject a
13 second time in 2019 to advise me that he had been contacted by Tom Jacobson from Client First
14 who advised him the Mendocino County Board of Supervisors ("BOARD") were moving to
15 take over SHERIFF'S IT. I was very surprised when I received that information because up
16 until that point in time, other than the comments made by RAU, I was unaware of any efforts to
17 take over the SHERIFF'S IT.

18 c. During 2019 my office had a dispatcher retire. This dispatcher has been
19 working part time in Sheriff's IT to assist in the integrations with the computer aided
20 dispatching. Upon her retirement I spoke with the SHERIFF'S IT Manager and Dispatch
21 supervisors. We decided instead of hiring a dispatcher we would hire an IT person to fill her
22 place. Mendocino County Undersheriff Brewster worked with the Mendocino County's Human
23 Resources Department ("HR") to complete the changes. I was gone to training during the week
24 it was to be heard by the BOARD. When I returned, I learned the item had not gone forward

1 and that RAU had pulled the item off the agenda and told HR she wanted to go in a different
2 direction. When Undersheriff Brewster confronted RAU and asked her what happened she
3 denied any knowledge of the events which resulted in the matter not being heard by the
4 BOARD. When Undersheriff Brewster explained she had pulled the item, she stated she had
5 forgotten however gave no further explanation.

6 d. On March 23, 2021, there was a BOARD Agenda Item 5c) to be heard on
7 proposes changes to the Mendocino County Information Services Department ("COUNTY IT").
8 In reviewing the budgeting instructions we received, we discovered \$286,000.00 was allocated
9 for enterprise IT. It appeared as though the effect of these budgeting changes would be the
10 restructuring of COUNTY IT, the creation of a new position of Chief Information Officer (CIO)
11 and the takeover of the SHERIFF'S IT by the COUNTY IT. In my opinion, such a takeover
12 would infringe on my duties as Sheriff, which allow us to maintain secure connections with the
13 California Law Enforcement Telecommunications System (CLETS) through the California
14 Department of Justice (DOJ) as well the Federal National Crime Information Center (NCIC).
15 These secure connections to DOJ and NCIC computer systems allow me the ability to
16 effectively detect and investigate crimes. They also are necessary in many mandated entries
17 including entry of missing persons, stolen and recovered property, the tracking of firearms,
18 wanted persons, functions of housing and maintaining our inmate populations and reporting to
19 the California Department of Justice.

20 e. The email system in the Sheriff's Office is maintained by the COUNTY
21 IT. We were working toward removing it from the COUNTY IT and including it in the
22 SHERIFF IT, where it, belongs because of the confidential nature of the communications which
23 include those relating to ongoing criminal investigations and communications from informants
24 regarding the on-going commission of crimes. In the past, unauthorized county employees have
25

1 accessed the email system as evidenced by the 2016 Mendocino County Grand Jury Report.
2 Any such unauthorized access to the Sheriff's emails could potentially not only jeopardize
3 criminal investigations it could place of lives of informants at risk. In addition, the Sheriff's
4 Office is the connection point for state and federal DOJ connections which could have an effect
5 on agencies who receive their information through us. The Ukiah, Ft Bragg and Willits Police
6 Department have some of their DOJ connections through us as does the Mendocino County
7 District Attorney and the Mendocino County Probation Department. A Request for Proposal for
8 bids relating to a new server was prepared and we received a generic refusal to move forward.

9 f. During the course of budget hearings for the 2021-2022 budgets, the
10 budget presentations completed by the CEO's office included reference to a Government Code
11 section which indicated the BOARD could hold department heads civilly liable for going over
12 budget. County Counsel Christian Curtis advised the board this was legal and it appears they
13 will attempt to hold me civilly liable for deficits which they built into the budget in spite of the
14 fact the Sheriff's office budget was structurally underfunded. My office was instructed to meet
15 with Assistant CEO Darci Antle regarding budgeting issues. Antle gave strange instructions
16 which simply didn't make sense to us. I don't understand if this was a misunderstanding of
17 county budgeting or was it an attempt to control expenditures through misguided direction.
18 Following the meeting we remained underfunded by in excess of \$2,000,000. I am extremely
19 concerned about these issues because of the aforementioned discussions at the BOARD, it was
20 brought up the department heads can be held personally liable for overages in their budgets.
21 Knowing we had been underfunded to begin with I remain extremely concerned about our
22 offices ability to investigate ongoing criminal activity because of the lack of adequate funding
23 and the county threatening to sue me personally to recover any budget overage.

1 g. My concerns led me to contact Mendocino County Counsel Christian
2 Curtis. During the week of June 23, 2021. I spoke with Mr. Curtis regarding the issues and
3 explained to him I would be seeking outside counsel. Mr. Curtis agreed that we are in conflict
4 and that I would have to make a request of the BOARD regarding conflicts counsel. I prepared
5 a memo and asked if he would review it prior to submission to the BOARD to ensure I hadn't
6 misspoken about any of his actions. He agreed and asked me to change a couple of small issues
7 which I did. Mr. Curtis instructed me to send the item to the clerk of the board so we could get
8 it on calendar for a BOARD meeting.

9 h. Pursuant to his direction on June 23, 2021, I sent the memo to the Clerk
10 of the Board after which Christian Curtis contacted me and advised he had to calm the CFO and
11 explain the process to her and requested that I pull back the memo. At his request it was
12 withdrawn.

13 Mr. Curtis provided me a list of law firms commonly used by Mendocino County to
14 review, a copy of which is attached hereto as Exhibit D. There are no law firms in that list that
15 meet the experience and qualifications of this law office. Without regard to their litigation
16 experience which is detailed in the attached resume, attorney Duncan M. James was a
17 prosecutor in Mendocino County for twelve (12) years (1967-1979), which included ten (10)
18 years as the Mendocino County District Attorney. In addition, according to his resume from
19 1967 through 1976 he performed all of the functions of Mendocino County Counsel as legal
20 advisor to the Board of Supervisors, all elected and non-elected department heads and county
21 commissions and all school and special services districts in Mendocino County; and, the County
22 Counsel office was created while he was District Attorney in response to his request that the
23 Board of Supervisors create the County Counsel's Office. The resumes also point to Douglas L.
24 Losak's extensive civil government experience in the Mendocino County Counsel's Office from
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1 January, 2003 until October, 2015. None of the law firms included on that list provided to me
2 can match that level of experience representing Mendocino County.

3 i. As is more particularly detailed in the letter from Duncan M. James to me
4 dated July 16, 2021 (Exhibit B), the hourly rates of the principals in the law firm are the lowest
5 of any of the law firms included in the list (Exhibit D) when compared to hourly rates for other
6 attorneys of similar stature in their law firms.

7 j. On July 16, 2021, at approximately 1600 hours, I received the fee
8 schedule and an attachment from Duncan James' Office to be attached to the item before the
9 BOARD for the hearing on July 20, 2021. I sent this item to the Clerk of the BOARD on July
10 16, 2021. On the morning of the hearing on July 20, 2021, I checked the agenda item and saw it
11 hadn't been attached. I called Mr. Curtis and asked about this. He indicated they hadn't
12 received it. I could see it had been delivered so I sent it again, this time directly to Mr. Curtis.
13 He indicated copies would be given to the BOARD members during their lunch break. It
14 entailed approximately 50 pages.

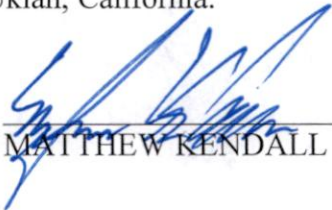
15 k. Eventually the issue was heard by the BOARD in the afternoon of July
16 20, 2021. During the hearing I asked several times if they would agree there was a conflict of
17 interest. No one even made a motion on that point. They simply stated they didn't want
18 Duncan James' law firm and pointed to the litigation where the City of Ukiah was a defendant,
19 which resulted in a major financial settlement for the plaintiff therein; and, the Duncan James'
20 law firm was suing the COUNTY over the firing of the Agricultural Commissioner. Neither of
21 those cases have anything to do with Mr. Curtis' conflict of interest as detailed about.
22 Ultimately no decision was made however Christian Curtis stated he would find another law
23 firm to present on behalf of the BOARD to represent me and the BOARD took no action on my
24 request.

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1. In my opinion the law firm of Duncan James is the most qualified firm to handle this case. I have known Mr. James and/or members of his family for most of my life. I believe I should have the right to retain counsel of my own choosing whom I trust and am comfortable with. His fee schedule is within the range of other law firms Mendocino County has used in the past yet in my opinion clearly the most qualified. I stated to the BOARD at the hearing on July 20, 2021, that allowing them to choose my counsel to represent me in opposition to the BOARD would be akin to allowing the 49ers to pick the quarterback of their opposing team all season long. This simply makes no sense to me.

I declare under penalty of perjury that the foregoing is true and correct, except as to those matters declared on information and belief, and as to those I believe them to be true.

Executed on this 29th day of July, 2021, at Ukiah, California.



MATTHEW KENDALL

Exhibit A

MATTHEW C. KENDALL
Sheriff-Coroner



Darren T. Brewster
Undersheriff

Captain Gregory L. Van Patten
Field Services

Captain Tim Pearce
Corrections

County of Mendocino Office Of The Sheriff-Coroner

Date: June 23rd, 2021

To: Mendocino County Board of Supervisors
From: Matt Kendall, Mendocino County Sheriff
Regarding: Request for authorization to hire independent legal counsel

Recently the Mendocino County Board of Supervisors discussed a possible merger of the Mendocino County Sheriff's Information Technology Department (Sheriff's IT) and Mendocino County Information Services Department (County's IT). This appears to be a continuation Board of Supervisors Agenda Item 5c) which was heard on 03/23/21 that proposed changes to the Mendocino Information Services Department that would: (1) fund the restructure of the Information Services department; (2) create a new Chief Information Officer position; and, (3) merge the Sheriff's IT and County's IT departments. In my opinion, it appears to be the same issue but merely approaching it from a different direction

Last week, the CEO's office called a meeting for 06/18/21 at the direction of the Board of Supervisors regarding the Sheriff and County IT departments. It appeared this was movement in an attempt at consolidation of the County's IT and Sheriff's IT, which I strongly oppose. In attendance at the meeting were representatives of the: CEO; County Counsel; County IT; Sheriff's IT; Undersheriff Brewster; and, outside contractors. At the beginning of the meeting, in response to a question by Undersheriff Brewster as to why the County Counsel was present, County Counsel Christian Curtis, advised the Undersheriff that he was ultimately representing the Board of Supervisors. Because of my concern that the County may move forward with consolidation, which I believe is in direct conflict with state law, Undersheriff Brewster was of the opinion that the County Counsel had a conflict of interest and could not represent both the Sheriff's Office and the Board of Supervisor. Since the Sheriff's Office was not represented by independent counsel, Undersheriff Brewster and the Sheriff's IT representative left the meeting.

This is not the first time the issue of a conflict of interest has arisen regarding the County Counsel representing both the Board of Supervisors and the Sheriff's Office regarding a disputed issue and the Sheriff's Office was not represented by independent counsel. Recently the Board of Supervisors was advised by County Counsel that the Board of Supervisors can proceed against department heads to recover expenditures in excess of their approved budget. I am not speaking for any department other than the Sheriff's Office when I state that the Sheriff's Office disputes that opinion and questions why the Board of Supervisors was not advised of the Government Code sections and case law in relation to expenditures incurred by the Sheriff's office regarding the detection and investigation of crime, even though those expenditures may exceed the budgeted amounts.

These are just two recent opinions made by County Counsel that are at variance with my understanding of the law as it relates to the operation of my office. Therefore I am making a request under government code 31000.6 for independent counsel on matters which are currently of concern. I have discussed this current concern with County Counsel Curtis who has advised his office cannot advise me on the current issues due to a conflict.

This conflict of interest is not limited to meetings. It includes other contacts with the County Counsel's office where disputes have arisen between other county departments including the CEO and the Sheriff's Office. It is not the role of the County Counsel to be a mediator. It is his obligation to represent or advocate for the Board of Supervisors or CEO to the best of his ability, even where this conflicts with the Sheriff's Office. Also, this simply isn't fair to County Counsel Curtis as he cannot ethically serve two parties who are in conflict. At the same time, the Sheriff's office is entitled to independent legal advice which is uninfluenced by the Board of Supervisors, either individually or as a group, or the CEO'S office.

I am therefore requesting the Board of Supervisors immediately authorize the Sheriff's Office to sign a contract with independent legal counsel of my choosing to handle all future legal issues arising in my office.

Respectfully,
Sheriff Matt Kendall

951 Low Gap Road
Ukiah, California 95482

707-463-4411
Fax 707-468-3404

Exhibit B

LAW OFFICE OF DUNCAN M. JAMES

Duncan M. James
Donald J. McMullen
K. J. Flavetta
Douglas L. Losak

LAMBS INN
P. O. BOX 1381
445 NORTH STATE STREET
UKIAH, CALIFORNIA 95482
(707) 468-9271

FAX (707) 468-0453
lawoffice@duncanjames.com

July 16, 2021

Matt Kendall
MENDOCINO COUNTY SHERIFF
951 Low Gap Road
Ukiah, CA 95482

Re: Selection of Law Office of Duncan M. James

Dear Sheriff Kendall:

Attached are resumes for myself (Attachment A), Donald McMullen (Attachment B) and Doug Losak (Attachment C), all of who would be actively involved in various aspects of your issues with the Mendocino County Board of Supervisors and County Executive Office.

I have reviewed the list of law firms provided to you by the County Counsel. There are no law firms in that list that meet the experience and qualifications of this law office. Without regard to our litigation experience which is detailed in the attached resume's, as a prosecutor for twelve (12) years (1967-1979), which included ten (10) years as the Mendocino County District Attorney, from 1967 through 1976 I performed all of the functions of Mendocino County Counsel as legal advisor to the Board of Supervisors, all elected and non-elected department heads and county commissions and all school and special services districts in Mendocino County. The County Counsel office was created while I was District Attorney in response to my requested that the Board of Supervisors split the civil function from my office and create the County Counsel's Office.

Douglas L. Losak, from my office, also has extensive civil government experience in the Mendocino County Counsel's Office from January, 2003 until October, 2015. None of the law firms included on that list can match that level of experience representing Mendocino County.

In addition, my office has extensive trial experience as evidenced by our resume's including my success in before the United States Supreme Court in a voter and states' rights case, in which I personally argued on behalf of the Mendocino County Clerk who I represented in my civil capacity as District Attorney. The case is entitled "Viola N. Richardson, as County Clerk, et. al. v. Abran Ramirez, et. al." (1974) 418 U.S. 24 [41 L.Ed.2d 551] 94 S.Ct. 2655. The United States Supreme Court reversed a unanimous decision of the California Supreme decision in *Abran Ramirez v. Edmund G. Brown, Jr.* (1973) 9 Cal.3d 199.

In reviewing the list of law firms you received from the County Counsel, the rates ranged from \$212 per hour for the Nevada County Counsel Office to \$640 per hour for Hawkins, Delefield Wood, LLP, whose main practice is as bond counsel. I would suspect the hourly rate from the Nevada County Counsel fails to consider the costs of staff, rent for space occupied based on fair market value of similar space in the community and overhead, which each of the

July 16, 2021

law firms must take into consideration in setting their hourly rates. Therefore, my comments herein throw out the Nevada County Counsel Office rate \$221.74 per hour and the highest of Hawkins, Delafield & Wood, LLP at the rate of \$640 per hour.

I am the current sole owner of the Law Office of Duncan M. James (54 years practicing law in Mendocino County). Donald J. McMullen is Senior Counsel. In considering his hourly rate versus the law firms listed, he would be considered the equivalent of a "principal", "senior counsel", "partner" or other similar designation. Douglas L. Losak because of his extensive legal experience (27) years practicing law including approximately 12 years in the Mendocino County Counsel's office would be the equivalent of "Senior Counsel", "Associate" (Thomas Law Group). Both Donald and Doug are highly skilled attorneys with extensive trial experience.

In every category whether as Owner, Partner, Senior Associate, Associate or comparable titles, as set forth below, my offices hour rate is lower than attorneys listed in the document provided to you by County Counsel.

1. **DUNCAN M. JAMES**. After throwing out the high and low, and comparing the hourly rates for law firms on the list provided by the County Counsel to my hourly rate of \$425.00 per hour as "owner", is the lowest for any of the law firms included in the list when compared to other hourly rates for other attorneys whose title would imply they have an ownership having in the firm which employs them. The list includes hourly rates of: \$430 per hour for "principal" (Abbot & Kindermann, Inc); \$495 per hour for "partners" (Hanson Bridgett); and, \$450 per hour for "Senior Partner" (Van Dermyden Makus). The rounded off to the lowest dollar average for those three (3) firms is \$458 per hour, which is \$28.00 higher than my rate.

2. **DONALD J. McMULLEN**. When comparing Donald J. McMullen's hourly rate of \$375.00 per hour is the lowest for any of the law firms included in the list when compared to hourly rates for other attorneys of similar stature in their law firms. The list includes hourly rates of: \$390 per hour for "senior counsel" (Abbot & Kindermann, Inc); \$390 per hour for "senior counsel" (Kronick, Mokovitz, Tiedemann & Girard; presuming Morin Jacobs is the equivalent of "senior counsel", \$370 per hour (Liebert, Cassidy, Whitmore); \$385 per hour for "of counsel": (Van Dermyden Makus). Rounded off to the lowest dollar average for those four (4) firms is \$383 per hour, which is \$8.00 higher than Donald J. McMullen's hourly rate.

3. **DOUGLAS L. LOSAK**. When comparing Douglas L. Losak hourly rate of \$325.00 per hour is the lowest for any of the law firms included in the list when compared to hourly rates for other attorneys of similar stature in their law firms. The list includes hourly rates of: \$390 per hour for "senior counsel" (Abbot & Kindermann, Inc); \$300 per hour for "senior associates" (Kronick, Mokovitz, Tiedemann & Girard); \$365 per hour for "Associates" (Hanson Briddgett); \$350 per hour for Megan Somogyi who is the only one listed for the firm without designation of title or ownership interest (Goodin, MacBride, Squeri & Day LLP); Morin Jacobs is a managing partner, which is not specified on the list, \$370 per hour (Liebert, Cassidy, Whitmore); \$450 per hour for "Associates" (Thomas Law Group); \$310 per hour for "senior

associate" (Van Dermyden Makus). Rounded off to the lowest dollar average for those seven (7) firms is \$362 per hour, which is \$37.00 higher than Douglas L. Losak 's hourly rate.

In response to your questions regarding several issues mentioned to you by the County Counsel regarding two cases my office has handled, it appears that the County Counsel has taken an adversarial position to your office based on your request to hire independent counsel of your own choosing where the County Counsel has admitted he has a conflict of interest.

1. UKIAH VALLEY SANITATION DISTRICT V. CITY OF UKIAH. You indicated that in a recent conversation the County Counsel had spoken negatively about my office's representation of the Ukiah Valley Sanitation District ("DISTRICT"), a case that lasted six (6) years from September, 2012 to October, 2018, and still has one unresolved issue that was excluded from the settlement agreement. It clearly shows his lack of knowledge regarding the lawsuit; that six (6) different law firms were representing the DISTRICT in different aspects of the dispute with the CITY and other legal issues related to the litigation during that time period; that fees paid to experts and consultants were substantial; and, the exceptionally large recovery of damages by my office for the DISTRICT.

His reference to the Mendocino Grand Jury report and disparaging remarks about the DISTRICT paying the Law Office of Duncan M. James \$7,000,000 in attorney fees is grossly inaccurate and demonstrates the County Counsel's biased approach and his total lack of knowledge about the case and its settlement in an effort to control the outcome of who the Sheriff selects as counsel. That is not his job. If he has a conflict of interest, he should not be part of the selection process, disparaging my law firm or taking any position, either publicly or privately, on the Sheriff's selection of independent legal counsel. He cannot pick and choose what parts of the conflict he will honor and the parts he will ignore.

Just to set the record straight, the attorney fees earned by and paid to the Law Office of Duncan M. James was not \$7,000,000. I have no idea where he got that figure other than from gossip or ill-informed persons. The total amount paid out to the six (6) different law firms totaled \$5,567,478.86, and included items in addition to attorney fees. The five (5) other law firms that were included in that total are as follows:

- (1) A law firm handling Local Agency Formation Commission matters for the DISTRICT;
- (2) A second law firm that was handling appeal issues for the DISTRICT;
- (3) A third law firm that was bond counsel who was actively involved on behalf of the DISTRICT with the successful renegotiation of the CITY/DISTRICT bonded indebtedness, resulting in substantial annual savings to the DISTRICT because of a lower interest rate;
- (4) Two other law firms that had specialties that were relevant to the litigation against the CITY.

If the County Counsel had asked, we could have provided him with the documents that showed him that the CITY paid the DISTRICT \$16,416,296.49 in actual damages for their misbehavior that began in 1955 and is actually still continuing because of issues reserved from the settlement agreement. The remaining damage issue relates to monthly sewer fees paid by one customer in the amount of approximately \$132,000 per annum. When calculated from the date of the settlement agreement to the present day, that amount has grown to approximately \$374,000.00.

In addition, as part of the settlement, the CITY/DISTRICT entered into a new Operating Agreement, which gave the DISTRICT the right to be independent of the CITY for the first time since the beginning in 1955 on all financial matters, operations and maintenance, with a projected an annual savings for DISTRICT ratepayers for:

- | | |
|---------------------------------------------|-----------------------------------------------|
| (1) Administration and capital expenditures | - an additional \$ 817,168.00 per annum |
| (2) Billings and collections | - an additional \$ 146,274.00 per annum |
| (3) Operations and maintenance | - an additional \$ 598,140.00 per annum |
| (4) Bonds savings prior to refinancing | - an additional \$ <u>39,772.00 per annum</u> |
| PROJECTED ANNUAL SAVINGS | \$1,601,354.00 per annum |

Finally, it was discovered during case preparation that the CITY had been erroneously miscalculating the number of equivalent sewer service units ("ESSU") since about 1958, which directly impacted the amount connection fees chargeable to new customers and monthly serviced fees. In settlement it was agreed that there were an additional 621.51 ESSU's available to the DISTRICT. At the rate of \$12,240 per ESSU, that means an additional future income to the DISTRICT of \$7,607,282.40. All of the information provided herein is a matter of public record.

Without regard to the "projected annuals" savings brought about by the new operating agreement, the total recovery by the DISTRICT was:

ACTUAL DAMAGES PAID BY CITY TO DISTRICT	\$16,416,296.49
621.51 ADDITIONAL ESSU'S	<u>\$ 7,607,282.40</u>
TOTAL	\$24,023,578.89

Looks like an outstanding return on the investment (attorney fees, costs and expenses arising from the litigation) even if you limit it to the amount of actual damages paid by the CITY to the DISTRICT in the amount of \$16,416,296.49.

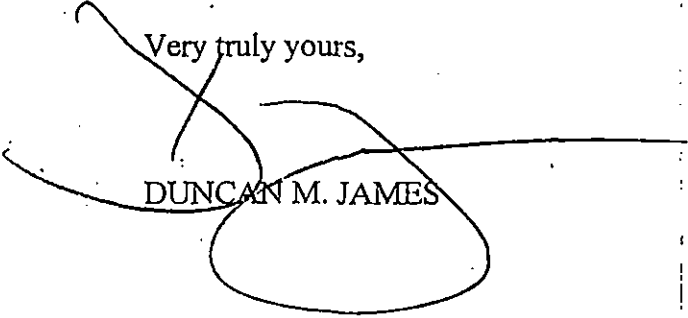
2. HARINDER GREWAL VS. THE COUNTY OF MENDOCINO. It's my understanding that the County Counsel also made a negative comment to you regarding Harinder Grewal vs. the County of Mendocino, Mendocino County Superior Court case number SCUK CVPO 20-73798, a case presently pending against the Mendocino County, in which we represent the plaintiff, as a basis for our not being

July 16, 2021

able to represent the Sheriff's office. He was formerly the County Agricultural Commissioner and brought the lawsuit based upon: termination; discrimination – national origin; discrimination – religion; hostile work environment; failure to provide a work environment free from harassment. From what we can determine from COUNTY resolutions, the Board of Supervisors has authorized more than \$200,000 in attorney fees to defend itself against that action.

3. Finally, in the interest of complete transparency, probably about 15 to 20 years ago I sued the Mendocino County Sheriff's Office because a Correctional Officer in charge of the female trustees on the road crew was abusing the road crew and forcing them to commit lewd sex acts. The current Sheriff was actually one of the investigating offices when the facts were brought to the attention to the than Sheriff. Because of information that I provided to the Sherriff, the Correctional Officer was arrested, convicted and sent to state prison. If my memory serves me right, the settlement paid by the County to the victims of the sexual abuse was in excess of a million dollars.

Very truly yours,


DUNCAN M. JAMES

DMJ/sjt
Encl.

ATTACHMENT A

Resume - Duncan M. James

Education:

- Pacific University, Bachelor of Arts degree, 1961
- Willamette University, Doctor of Jurisprudence, 1965

Court Memberships:

- All courts of the State of California (California State Bar # 40505)
- United States District Court for Northern California
- United States Court of Appeals, Ninth Circuit
- United States Supreme Court, admitted in 1973

Employment:

- Owner of the Law Office of Duncan M. James, 1979 to the present
- District Attorney – Public Administrator, Mendocino County, 1969 through 1978
- County Counsel, Mendocino County, 1969 to 1976 – served in dual capacity as District Attorney and County Counsel from 1969 through 1976 and as such was the legal advisor to the Mendocino County Board of Supervisors; all county departments, agencies and commissions; and all school and special services districts in Mendocino County
- Deputy District Attorney – Public Administrator, Mendocino County, August 1967 through 1968
- United States Treasury Department, 1965 through July 1967

Professional achievements:

- Personally, successfully argued before the United States Supreme Court on behalf of the Mendocino County Clerk in *Viola N. Richardson, as County Clerk, et. al. v. Abran Ramirez, et. al.* (1974) 418 U.S. 24 [41 L.Ed.2d 551] 94 S.Ct. 2655, thereby reversing a unanimous decision of the California Supreme decision in *Abran Ramirez v. Edmund G. Brown, Jr.* (1973) 9 Cal.3d 199
- *Ukiah Valley Sanitation District v. City of Ukiah* – lead counsel. Represented Ukiah Valley Sanitation District for breach of contract and fiduciary duty, rescission and restitution which began in 1955, involved man hundreds of thousand pages of documents and continued up to the date of final settlement. The settlement left open one issue that is on hold in an effort to amicably resolved the matter which amounts to approximately \$132,000.00 in lost annual revenue to the District. The main portion case lasted six (6) years from September, 2012 to October, 2018. During the course of the litigation the City of Ukiah made multiple payments for actual damages which totaled the sum of \$16,416,296.49, in addition to agreeing to a new operating agreement which allows the District to become independent of the City with a projected annual savings to the District ratepayers of \$1,601,354.00. The City also admitted to erroneously calculating equivalent sewer service sewer unit fees for 621.51 units which will general additional income of \$7,607,282.40 for the District. Without regard to future annual savings, the gross dollar value of the settlement to the District ratepayers is \$25,624,932.89.
- *North County Engineering v. State Farm Insurance* – lead counsel representing North County Engineering in an insurance breach of contract and bad faith litigation (Sonoma County) – settled on February 13, 2015. Total recovery: \$8.55 million.

- North County Engineering v. State Farm Insurance (2014) 224 Cal.App.4th 902 – successfully appealed and reversed a trial court decision dismissing the case. The Court of Appeal held in part: products completed operations (PCO) coverage gave rise to duty to defend against claims of breach of contract and negligence in construction of dam; claims of breach of contract and negligence in construction of dam were not within exclusion for “professional services or treatments; testimony of liability insurers’ claims personnel admitting that there was a “potential for coverage” under the policy was relevant to establish that insurer owed a duty to defend, where the testifying employees were not “lower echelon,” and they were the employees charged with the decision; and, liability policy’s “professional services” exclusion from coverage is analyzed narrowly against the insurer
- Dion J. and Donald L. v. Roman Catholic Archbishop of San Francisco, et al (Marin County, California) – on December 12, 2012, settled childhood sexual abuse case arising out of acts committed by an employee in the late 1980’s and early 1990’s for the total sum of \$1,800,000.
- Personal injury case (Mendocino County) arising out of dead-on collision south bound on the Burke Hill grade on Highway 101 settled for \$3,800,000.
- Insurance bad faith case (Riverside County) brought by policy holder against his insurance broker and two insurance companies. One insurance company settled for \$150,000 and the other went to trial resulting in a judgment in the amount of \$921,355.21, for a total of \$1,071,355.21
- Insurance bad faith case (Humboldt County) brought by policy holder against her insurance company which went to trial in and resulted in a judgment of \$970,000
- Successfully represented clients in civil trials relating to all areas of my practice, including but not limited to real estate, business, real estate, construction, personal injury, insurance bad faith, criminal law, probate, and family law
- Successfully prosecuted and defended numerous criminal cases including: murder; rape; robbery; child abuse, structural and wild land arson fires; marijuana; drug offenses, property and theft crimes, in addition to almost every other type of felony and misdemeanor criminal activity.

Other:

- California District Attorneys Association: President, 1977-1978; officer and member of the Board of Directors, 1969-1978
- Joint Legislative Committee – California District Attorneys Association, Sheriff’s Association, Chiefs of Police and Peace Officers Association, 1969-1978
- Mendocino County Bar Association, President, 1977-1978
- Candidate for Attorney General of the State of California, Republican Primary, 1986
- Mendocino Municipal Court, judge pro tem
- Mendocino County Superior Court, Settlement Conference Official

Professional and Community Awards:

- California District Attorneys Association – Distinguished Service Award, 1978
- Mendocino County Peace Officers Association – Outstanding Service Award
- City of Ukiah, Cultural Arts Commission Award for the Historical Preservation of the Lamb’s Inn – 1980
- Greater Ukiah Chamber of Commerce – Outstanding Achievement Award – 1980

- Business and Professional Women of Ukiah – Boss of the Year – 1981

Community Organizations:

- Ukiah Education Foundation, founding member of the Board of Directors, 1992 to the present
- Ukiah Host Lions Club, President, 1987. Member 1969 to the present
- Benevolent and Protective Order of Elks, Lecturing Knight, 1988. Member 1982 to the present
- South Ukiah Little League – President, 1973; manager, 1971 – 1981
- NorCal Fed Youth Football League, Redwood Empire League – President, 1972 to 1974; legal counsel and member of the Board of Directors, 1971 – 1976
- Ukiah Men's Golf Club – President, 1987 to 1989; member of the Board of Directors 1985 to 1990
- Ukiah High Golf Classic – co-founded and operated with wife from 1986 through 1995

ATTACHMENT B

Donald J. McMullen

445 N. State Street, Ukiah CA 95482 · 707 468-9271
Lawoffice@duncanjames.com

LEGAL EXPERIENCE (California State Bar No. 220840 – admitted November 26, 2002)

Professional Employment:

- Lawyer, Law Office of Duncan M. James, Ukiah, CA, 2002 to present
- Practice involves representing clients in wide variety of civil matters, litigation and otherwise, including real property, business, insurance, and governmental actions

Court Memberships:

- All courts of the State of California
- United States District Court for the Northern District of California

Select Professional Achievements:

- *North County Engineering v. State Farm* – represented North County Engineering in an insurance breach of contract and bad faith litigation (Sonoma County) both at trial and on appeal, which resulted in a published opinion: *North County Engineering v. State Farm Insurance* (2014) 224 Cal.App.4th 902. Six-plus week jury trial, successfully appealed and reversed a trial court decision dismissing the case. Total recovery: \$8.55 million.
- *Dion J. and Donald L. v. Roman Catholic Archbishop of San Francisco, et al* (Marin County, California) – represented victims of childhood sexual abuse arising out of acts committed by an employee of the defendants in the late 80's and early 90's - total recovery: \$1.8 million.
- *Moore v. Irish Beach Water District* – represented property owner in action involving sundry claims, including inverse condemnation, trespass, breach of contract, and Proposition 218 charges. Highly complex, three-phase, trial involving water rights and multiple novel legal issues – total judgment: approximately \$3 million
- *Connolly v. Trabue et al.* – represented plaintiff and cross/defendant in damages and easement litigation (Humboldt County) both at trial and on appeal, which resulted in a published opinion: *Connolly v. Trabue* (2012) 204 Cal.App.4th 1154. Successfully secured easement, recovered damages, and obtained complete defense judgment.
- *Rock v. Rollinghills et al.* – represented approximately 30 property owners both within and outside a subdivision, including the owner's property association, at trial against efforts by neighboring parcel owner to force an easement over the clients' lands. Result: complete judgment in clients' favor.

EDUCATION

- Juris Doctor (JD): University of the Pacific, McGeorge School of Law, graduated with distinction (honors), 2002.
- Master of Business Administration (MBA): California State University, Sacramento, 1999
- Bachelor of Science – Business (BS): California State University at Chico, graduated cum laude, 1998

Professional and Legal Honors:

- Law Review co-editor, McGeorge School of Law, Articles and Symposium, 2001-2002
- Law Review member, McGeorge School of Law, 2000-2001
- Graduate, University of Salzburg (Austria), International Legal Studies, Fundamental Rights in Europe and the United States, taught by United States Supreme Court Justice Anthony Kennedy (ret.)
- Judicial intern, Third District Court of Appeals, Sacramento (Justice George Nicholson (ret.)), 2001-2002

COMMUNITY INVOLVEMENT

- Asst. Treasurer, Sun House Guild, Board of Trustees
- Prior board member, Mendocino College Foundation
- Prior board member, Ukiah Valley Cultural and Recreational Center (Alex Rorabaugh Center)
- Prior member, Mendocino County Search and Rescue Team (dive team)

ATTACHMENT C

Resume – Douglas L. Losak

California State Bar No. 220443.
Washington State Bar No. 24106.

United States Marine Corps 1978-1985;

- Selected for appointment to Staff Sergeant. Honorably Discharged March 31 1985.
- All Marine Wrestler – 1981. Member of All Marine Wrestling Team 1981-1984

Education:

- California State University, Humboldt. BA, Political Science. 1990
- Gonzaga School of Law, Spokane, WA, Juris Doctorate Degree, May 1994. American Jurisprudence Award for Legal Writing & Research – First year. Graduated Cum Laude.
- National District Attorneys Association, National Advocacy Center – Trial Advocacy – July 2001

Court Membership:

- All Courts of the State of California and State of Washington
- United States District Court, Northern District of California
- United States District Court, Eastern and Western Districts of Washington
- United States Court of Appeals, Ninth Circuit

Reported Decision:

Anderson v. Warner (9th Cir. 2006) 451 F.3d 1063

Mr. Anderson alleged the Jail Commander for Mendocino County Sheriff's Office assaulted him while acting under color of state law when Mr. Warner was off duty and not in uniform. Mr. Anderson filed a federal civil rights lawsuit alleging Mendocino County violated his civil rights by negligently hiring and supervising Mr. Warner, and conducting an inadequate investigation into the assault by him.

In order to hold the County liable for a violation of a his Civil Rights, a Plaintiff must show "(1) that he possessed a constitutional right of which he was deprived; (2) that the County had a policy; (3) that the policy 'amounts to deliberate indifference' to Mr. Anderson's constitutional right; and (4) that the policy is the 'moving force behind the constitutional violation.'" Mr. Anderson was not able to show that the County's asserted deficiencies in hiring, training and supervision, if any, amounted to a policy reflecting "deliberate indifference to the rights of persons with whom the police come into contact." Therefore, the Ninth Circuit upheld the District Court's decision dismissing the lawsuit as to the County.

Professional Experience:

- Associate Attorney, Law Office of Duncan M. James, October 2015 to the present.
- Mendocino County Counsel's Office: January 2003 – October 2015.
- Deputy County Counsel, 2003 to 2009
- Chief Deputy County Counsel, 2009 to February 2014
- Acting/Interim County Counsel, February 2014 to October 2015.

Primary focus was tort litigation, government and employment law. Legal adviser to the Mendocino County Board of Supervisors and other county agencies and commissions. Successfully represented the County in dozens of cases in both State and Federal Court, including wrongful death, violation of federal civil rights, excessive force lawsuits, wrongful discharge and discrimination, and other employment and labor related issues. Also represented the County in cases involving the danger condition of public property and personal injury; and, before various administrative agencies, including the California Public Employment Relations Board, the State Personnel Board and the County's Civil Service Commission. Resigned as Acting/Interim County Counsel to seek new challenges in the legal profession and entered into private practice where I am currently employed.

- Deputy County Prosecutor, Island County Prosecutors Office: – June 2000- December 2002. Prosecuted misdemeanor drunk driving and domestic violence cases, trying more than 20 cases to a jury.
- Assistant City Attorney, City of Oak Harbor: May 1998 – June 2000. Prosecuted misdemeanors and represented the City in civil litigation and advised the City Council and Department Heads on legal issues
- Associate Attorney, Tario & Associates: February 1995 – May 1998. Private practice of law representing clients in criminal, dissolution and Bankruptcy cases as well as other matters.

Community Involvement:

- Member of Toastmasters International 2000-2002
- Member of Charter Counsel – River Oak Charter School 2011-2014 – President 2013.
- Member of Governing Board – Secretary for the Yokayo Pool & Racquet Club

Practice Areas:

- Litigation
- Employment Law
- Government Law
- Business Law
- Bankruptcy
- Real Estate
- Personal Injury

<u>LAW FIRM</u>	<u>RATE</u>
<u>ABBOTT & KINDERMANN, INC.</u>	
PRINCIPAL	\$430.00
OF COUNSEL	\$430.00
SENIOR COUNSEL	\$390.00
SENIOR ASSOCIATE	\$365.00
ASSOCIATE IV	\$330.00
ASSOCIATE III	\$275.00
ASSOCIATE II	\$225.00
ASSOCIATE I	\$200.00
PLANNER II	\$150.00
PLANNER I	\$110.00
PARALEGAL II	\$150.00
PARALEGAL I	\$100.00
LAW CLERK II	\$110.00
LAW CLERK I	\$60.00
STAFF RESEARCHER	\$65.00
<u>COLANTUONO, HIGHSMITH & WHATLEY, PC</u>	
ATTORNEYS	\$220-\$325
PARALEGALS/STAFF ASSISTANTS	\$125-\$170
<u>HANSON BRIDGETT</u>	
PARTNERS	\$495.00
ASSOCIATES	\$365.00
PARALEGALS/CASE CLERKS	\$215.00
<u>HAWKINS, DELAFIELD & WOOD, LLP</u>	
ARTO BECKER	\$640.00
<u>GOODIN, MACBRIDE, SQUERI & DAY, LLP</u>	
MEGAN SOMOGYI	\$350.00
<u>KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD</u>	
SHAREHOLDERS/OF COUNSEL/SENIOR COUNSEL	\$350.00
SENIOR ASSOCIATES	\$300.00
ASSOCIATE ATTORNEYS	\$250.00
PARALEGALS	\$150.00
LAW CLERK/DOCUMENT CLERK	\$150.00
<u>LIEBERT, CASSIDY, WHITMORE</u>	
MORIN JACOB	\$370.00
ASSOCIATES	\$230.00
PARALEGALS	\$130.00
<u>NEVADA COUNTY COUNSEL</u>	\$221.74

THOMAS LAW GROUP

ASSOCIATE	\$450.00
LEGAL ASSISTANT	\$100.00

VAN DERMYDEN MAKUS

SENIOR PARTNER	\$460.00
PARTNER/OF COUNSEL	\$385.00
SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$275.00
LAW CLERK	\$185.00
PARALEGAL	\$140.00

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PARTNERS	\$495.00
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<u>HAWKINS, DELAFIELD & WOOD, LLP</u>	
ARTO BECKER	\$640.00
<u>GOODIN, MACBRIDE, SQUERI & DAY, LLP</u>	
MEGAN SOMOGYI	\$350.00
<u>KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD</u>	
SHAREHOLDERS/OF COUNSEL/SENIOR COUNSEL	\$350.00
SENIOR ASSOCIATES	\$300.00
ASSOCIATE ATTORNEYS	\$250.00
PARALEGALS	\$150.00
LAW CLERK/DOCUMENT CLERK	\$150.00
<u>LIEBERT, CASSIDY, WHITMORE</u>	
MORIN JACOB	\$370.00
ASSOCIATES	\$230.00
PARALEGALS	\$130.00
<u>NEVADA COUNTY COUNSEL</u>	\$221.74

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ASSOCIATE	\$450.00
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SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$275.00
LAW CLERK	\$185.00
PARALEGAL	\$140.00

Exhibit C

GLENN MCGOURTY
1st District
Supervisor

**MAUREEN
MULHEREN**
2nd District
Supervisor

JOHN HASCHAK
3rd District
Supervisor

DAN GJERDE
4th District
Supervisor
Chair

TED WILLIAMS
5th District
Supervisor
Vice-Chair



COUNTY ADMINISTRATION CENTER
501 Low Gap Road, Room 1070
Ukiah, CA 95482
(707) 463-4441 (t)
(707) 463-5649 (f)
cob@mendocinocounty.org

MENDOCINO COUNTY
BOARD OF SUPERVISORS
BOARD OF SUPERVISORS AGENDA

REGULAR MEETING
July 20, 2021 - 9:00 AM
BOARD CHAMBERS, ROOM 1070
COUNTY ADMINISTRATION CENTER

Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or by toll-free, telephonic live stream at 888-544-8306.

The public may participate digitally in meetings in lieu of personal attendance. Comment may be made in any of the following ways: via written comment to bos@mendocinocounty.org, through our online eComment platform at <https://mendocino.legistar.com/Calendar.aspx>, through voicemail messaging by calling 707-234-6333, or by telephone via telecomment. Information regarding telecomment participation can be found here:
<https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>

For details and a complete list of the latest available options by which to engage with agenda items, please visit:
<https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>

1. OPEN SESSION (9:00 A.M.)

1a) Roll Call

1b) Pledge of Allegiance

2. PROCLAMATIONS

Items in this section are automatically adopted unless specifically pulled by a Supervisor. Proclamations may be presented or commented on as needed.

3. PUBLIC EXPRESSION

Members of the public are welcome to address the Board on items not listed on the agenda, but within the jurisdiction of the Board of Supervisors. The Board is prohibited by law from taking action on matters not on the agenda.

Individuals wishing to address the Board under Public Expression are welcome to do so via email, telephone, Zoom, or via voicemail message. For information on each of these methods, call Mendocino County Clerk of the Board at (707) 463-4441 or visit <https://www.mendocinocounty.org/government/board-of-supervisors/public-engagement>.

*All correspondence will be attached to the item and made available online at:
<https://mendocino.legistar.com/Calendar.aspx>.*

3a) Public Expression

Attachments: 07-19-21 Bennett Correspondence

4. CONSENT CALENDAR

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

See section at the end of this document for the full listing of Consent items.

5. COUNTY EXECUTIVE OFFICE AND DEPARTMENTAL MATTERS

5a) Discussion and Possible Action Including Recognition of Employee Service Awards for Eligible Employees with 15 - 40 Years of Service (Sponsor: Human Resources)

Recommended Action:

Recognition of employee service awards for eligible employees with 15 to 40 years of service.

Attachments: Employees with Fifteen to Forty Years of Service.pdf

- 5b) Discussion and Possible Action Including Direction to Staff to Amend the County of Mendocino Cannabis Equity Program Including, But Not Limited To, Increasing the Income Threshold Associated with the Cannabis Equity Program's Eligibility Criteria, Simplifying the Grant Application Process, and Increasing the Amount of Funding Available Through the Direct Grant Program
(Sponsor: Cannabis Program)**

Recommended Action:

Direct staff to amend the County of Mendocino Cannabis Equity Program including but not limited to increasing the income threshold associated with the grant program's eligibility criteria, simplifying the grant applications, and increasing the amount of grant funding available through the direct grant program.

- Attachments:** 07-18-21 Nelson Correspondence
07-19-21 MCA Correspondence 1
07-19-21 Alvarado Correspondence
07-20-21 MCA Correspondence 2
07-20-21 CCAG Correspondence

- 5c) Assistant Chief Executive Officer's Budget Report
(Sponsor: Executive Office)**

Recommended Action:

Accept the Assistant Chief Executive Officer's Budget Report.

- 5d) **Noticed Public Hearing - Discussion and Possible Action to Consider an Appeal of the Coastal Permit Administrator for Approval of a Boundary Line Adjustment Located Near Cleone (B_2017-0043) to Align Parcel Boundaries with Coastal Zone Boundary and Remove Split Designations. Parcel "A" (APN: 069-320-01) Would Increase from 10.85 to 11.35± Acres, and Parcel "B" (APN: 069-320-02) Would Decrease from 10.85 to 10.35± Acres, Located at 32800 & 32700 Nameless Lane, Fort Bragg (Sponsor: Planning and Building Services)**

Recommended Action:

Hear and deny appeal of the Coastal Permit Administrator's approval of Boundary Line Adjustment (B_2017-0043), located near Cleone to align parcel boundaries with Coastal Zone Boundary and remove split designations, Parcel "A" (APN: 069-320-01) would increase from 10.85 to 11.35± acres, and parcel "B" (APN: 069-320-02) would decrease from 10.85 to 10.35± acres, located at 32800 & 32700 Nameless Lane, Fort Bragg; and modify the approval to include the requirement that the applicant prepare, or have prepared, partial reconveyances and/or modified deeds of trust, as applicable, in substantial compliance with the approved boundary line adjustment, and arrange for their concurrent recording with the documents that effectuate the boundary line adjustment.

- Attachments:
- 00. NOTICE for APPEAL
 - 01. B 2017-0043 Memo to BOS on Appeal FINAL
 - 02. B 2017-0043 Attachments
 - Fort Bragg Zoning Map
 - Supporting Docs Packet
 - 07-13-21 Williams Correspondence
 - 07-14-21 Harvey Correspondence
 - 07-13-21 Fletcher Correspondence
 - 07-15-21 Peterson Correspondence
 - 07-15-21 Martensen Correspondence
 - 07-15-21 Concerned Neighbors of the Cleone Community Correspondence
 - 07-15-21 Oalesby Correspondence
 - 07-16-21 Wilburn Correspondence
 - 07-16-21 Sarvis Correspondence

- 5e) Discussion and Possible Action Including Approval of Agreement with the Law Office of Duncan M. James in the Amount of \$50,000 to Provide the Sheriff with Legal Assistance Pursuant to Government Code section 31000.6, Effective Upon Execution with No Term End Date
(Sponsor: Sheriff-Coroner)

Recommended Action:

Approve Agreement with the Law Office of Duncan M. James in the amount of \$50,000 to provide the sheriff with legal assistance pursuant to Government Code section 31000.6, effective upon execution with no term end date; authorize Chair to sign same.

- Attachments: 07-20-21 Agreement
07-20-21 Sheriff Correspondence

- 5f) Chief Executive Officer's Report
(Sponsor: Executive Office)

Recommended Action:

Accept the Chief Executive Officer's report.

- 5g) Discussion and Possible Action Including Review, Adoption, Amendment, Consideration or Ratification of Legislation Pursuant to the Adopted Legislative Platform
(Sponsor: Executive Office)

Recommended Action:

Provide direction to staff on matters of legislation.

6. BOARD OF SUPERVISORS AND MISCELLANEOUS

- 6a) Supervisors' Reports Regarding Board Special Assignments, Standing and Ad Hoc Committee Meetings, and Other Items of General Interest

7. BOARD OF DIRECTORS MATTERS

The Mendocino County Board of Supervisors meets concurrently as the Board of Directors of the: In-Home Supportive Services Public Authority Governing Board; Mendocino County Air Quality Management District; Mendocino County Public Facilities Corporation; and the Mendocino County Water Agency.

8. MODIFICATIONS TO AGENDA

Items added to the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code section 54954.

9. CLOSED SESSION

Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1.

- 9a) Pursuant to Government Code Section 54957.6 - Conference with Labor Negotiator - Agency Negotiators: Carmel J. Angelo, Cherie Johnson and William Schurtz; Employee Organization(s): All
- 9b) Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - County Counsel
- 9c) Pursuant to Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: One Case - Willits Environmental Center v. The Board of Supervisors of County of Mendocino, et al. - Case No. 21CV00474

10. COMMUNICATIONS RECEIVED AND FILED

Communications received and filed are retained by the Clerk throughout the Board proceedings. To review items described in this section, please contact the Executive Office staff in Room 1010.

4. CONSENT CALENDAR - CONTINUED

The Consent Calendar is considered routine and non-controversial and will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

ITEMS RECOMMENDED FOR APPROVAL:**APPOINTMENTS****4a) Approval of Recommended Appointments/Reappointments****Recommended Action:**

1. Holm Kappler, Member, Mendocino Historical Review Board;
2. Elizabeth Cameron, Arts Organization/Attractions Member, Mendocino County Tourism Commission; and
3. Camille Schraeder, Children's System of Care Representative, Health and Human Services Agency Advisory Board.

Attachments: Kappler Application
Cameron Application
Schraeder Application

BOARD OF SUPERVISORS

- 4b) Adoption of Proclamation Recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County
(Sponsors: Probation, Supervisor Gjerde, and Supervisor Haschak)**

Recommended Action:

Adopt Proclamation recognizing July 18 - 24, 2021 as Probation Services Week in Mendocino County; and authorize Chair to sign same.

Attachments: Proclamation - Probation Services Week 2021

- 4c) Adoption of Resolution Granting Permission for the Mendocino County Fair and Apple Show to Hold a Parade on Sunday, September 19, 2021, Between 12:00 p.m. and 1:30 p.m. Along Highway 128 in Boonville
(Sponsor: Supervisors Williams)**

Recommended Action:

Adopt Resolution granting permission for the Mendocino County Fair and Apple Show to hold a parade on Sunday, September 19, 2021, between 12:00 p.m. and 1:30 p.m. along Highway 128 in Boonville; authorize Chair to sign same; and authorize the Clerk of the Board to forward copies of the Resolution to the District Permit Coordinator, Caltrans (Eureka), the California Highway Patrol, and the Fair Manager.

Attachments: 2021-07-20-MC Fair and Apple Show Parade Resolution

EXECUTIVE OFFICE

- 4d) Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the Multiple September 2020 Fires including; August Complex, Oak Fire and Hopkins Fire, as Proclaimed by the Chief Executive Officer/Director of Emergency Services and Declaring the Continuation of a Local Health Emergency as Proclaimed by the Health Officer**

Recommended Action:

Adopt Resolution declaring the continuation of a Local Emergency related to the Multiple September 2020 fires including; August Complex fire, Oak Fire and Hopkins fire as proclaimed by the Chief Executive Officer/Director of Emergency Services and declaring the continuation of a Local Health Emergency as proclaimed by the Health Officer; and authorize Chair to sign same.

Attachments: Resolution

4e) Adoption of a Resolution Renewing its Declaration of a Local Emergency and Extending the Existence of a Local Emergency Due to Drought Conditions and Imminent Threat of Disaster in Mendocino County

Recommended Action:

Adopt Resolution renewing its declaration of a local emergency and extending the existence of a local emergency due to drought conditions and imminent threat of disaster in Mendocino County; and authorize Chair to sign same.

Attachments: Resolution

4f) Adoption of Resolution Declaring the Continuation of a Local Emergency Related to the October Wind Events and Corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019 and October 29, 2019, in Mendocino County as Proclaimed by the Chief Executive Officer/Director of Emergency Services

Recommended Action:

Adopt Resolution declaring the continuation of a Local Emergency related to the October wind events and corresponding Pacific Gas and Electric Public Safety Power Shutoff Events on October 23, 2019, October 26, 2019, and October 29, 2019, in Mendocino County as declared by the Chief Executive Officer/Director of Emergency Services; and authorize Chair to sign same.

Attachments: Resolution

4g) Approval of Letter of Support to the California Fire Safe Council Authorizing Mendocino County Fire Safe Council to Apply for the One-Time Allocation in the Amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on Behalf of Mendocino County

Recommended Action:

Approve letter of support to the California Fire Safe Council authorizing Mendocino County Fire Safe Council to apply for one-time allocation in the amount of \$175,000 from the 2021 California Fire Safe Council County Coordinators Grant Project on behalf of Mendocino County; and authorize Chair to sign same.

Attachments: Letter of Support
21 Grant Announcement
CFSC County Coordinator Grant FAQ

HEALTH AND HUMAN SERVICES AGENCY

- 4h) **Approval of Agreement with Action Network in the Amount of \$88,000 to Provide Mental Health Services Act Funded Programs Meeting Service Criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, Effective July 1, 2021 through June 30, 2022**

Recommended Action:

Approve Agreement with Action Network in the amount of \$88,000 to provide Mental Health Services Act funded programs meeting service criteria for Prevention and Early Intervention, Community Services and Supports, and Outreach for Early Recognition of Mental Illness, effective July 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director/Behavioral Health Director to sign any future amendments that do not increase the maximum amount; and authorize Chair to sign the same.

Attachments: Action Network. \$88,000. 21-22. BHRS MH - Preliminary

- 4i) **Approval of Retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the Amount of \$5,500 to Implement One Substantial, Comprehensive Tobacco Prevention Advocacy Project, Effective September 15, 2020 Through June 30, 2021**

Recommended Action:

Approve retroactive Agreement with Tulare County Superintendent of Schools/California Friday Night Live Partnership in the amount of \$5,500 to implement one substantial, comprehensive Tobacco Prevention Advocacy Project, effective September 15, 2020 through June 30, 2021; authorize the Health and Human Services Agency Assistant Director/Behavioral Health and Recovery Services Director or designee to sign any amendments that do not increase the annual maximum amount; and authorize Chair to sign same.

Attachments: Tulare County Superintendent of Schools. Mendocino County Publ

- 4j) **Approval of Retroactive Second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the Amount \$130,000 for a New Total of \$330,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective April 6, 2021 Through a new End Date of July 9, 2021 (Original End Date June 30, 2021)**

Recommended Action:

Approve retroactive second Amendment to BOS Agreement No. 21-056 with Left Coast Seafood Marketplace, LLC in the amount of \$130,000 for a new total of \$330,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective April 6, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Left Coast Seafood and Marketplace. LLC.. Amendment 2. \$130.0

- 4k) Approval of Retroactive Third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the Amount \$120,000 for a New Total of \$420,000 to Provide Meals to Homebound Seniors in the Hopland and Anderson Valley Areas Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective March 23, 2021 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive third Amendment to Board of Supervisors Agreement No. 21-049 with Rock Seas, LLC in the amount \$120,000 for a new total of \$420,000 to provide meals to homebound seniors in the Hopland and Anderson Valley areas due to the COVID-19 pandemic through the Great Plates Delivered Program, effective March 23, 2021 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Rock Seas LLC.. Amendment 3. \$120.000 (\$420.000). 20-21. SS ,

- 4l) Approval of Retroactive Sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the Amount of \$85,000 for a New Total of \$555,000 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective September 14, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive sixth Amendment to Agreement No. PH-20-043, PA No. 21-54 with Angelina's Bar and Grill in the amount of \$85,000 for a new total of \$555,000 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective September 14, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Anaelinas Bar and Grill amendment 6 \$85.000 (555.000)

- 4m) Approval of Retroactive Seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the Amount of \$250,000 for a New Total of \$1,505,000 to Provide Meals to Homebound Seniors in the Ukiah Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective December 10, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive seventh Amendment to Agreement No. PH-20-042, PA 21-101 with Patrona Restaurant in the amount of \$250,000 for a new total of \$1,505,000 to provide meals to homebound seniors in the Ukiah area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective December 10, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Patrona Restaurant. Amendment 7. \$250,000 (\$1,505,000). 20-21

- 4n) Approval of Retroactive Eleventh Amendment to Agreement No. PH-19-083, PA No. 20-129 with Egghead's Restaurant in the Amount of \$70,000 for a New Total of \$712,500 to Provide Meals to Homebound Seniors in the Area of Fort Bragg Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive eleventh Amendment to Agreement No. PH-19-083, PA 20-129 with Egghead's Restaurant in the amount of \$70,000 for a new total of \$712,500 to provide meals to homebound seniors in the area of Fort Bragg due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Egghead's Inc.. Amendment 11. \$70,000 (\$712,500)

- 40) Approval of Retroactive Twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish Restaurant in the Amount of \$420,000 for a New Total of \$3,473,500 to Provide Meals to Homebound Seniors in the Coastal Areas in Mendocino County and the Anderson Valley Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 21, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive twelfth Amendment to Agreement No. PH-19-081, PA No. 20-128 with Wild Fish restaurant in the amount of \$420,000 for a new total of \$3,473,500 to provide meals to homebound seniors in the coastal areas in Mendocino County and the Anderson Valley area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 21, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Wild Fish. Amendment 12. \$420.000 (\$3.473.500). 19-21. SS AS.

- 4p) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the Amount of \$250,000 for a New Total of \$2,880,500 to Provide Meals to Homebound Seniors in the Fort Bragg Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive thirteenth Amendment to Agreement No. PH-19-080, PA No. 20-126, with Cucina Verona in the amount of \$250,000 for a new total of \$2,880,500 to provide meals to homebound seniors in the Fort Bragg area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Cucina Verona Amendment 13. \$250.000 (2.880.500)

- 4q) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the Amount of \$340,000 for a New Total of \$3,551,500 to Provide Meals to Homebound Seniors in the Ukiah and Willits Area Due to the COVID-19 Pandemic Through the Great Plates Delivered Program, Effective May 11, 2020 Through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive thirteenth Amendment to Agreement No. PH-19-079, PA No. 20-124 with Ukiah Brewing Company in the amount of \$340,000 for a new total of \$3,551,500 to provide meals to homebound seniors in the Ukiah and Willits area due to the COVID-19 pandemic through the Great Plates Delivered Program, effective May 11, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Ukiah Brewing Company. Amendment 13. \$340,000 (\$3,551,500).

- 4r) Approval of Retroactive Thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the Amount of \$180,000 for a New Total of \$1,957,380 to Provide Meals to Homebound Seniors in the Town of Mendocino, CA and the Surrounding Area Due to the COVID-19 Pandemic through the Great Plates Delivered Program, Effective May 12, 2020 through a New End Date of July 9, 2021 (Original End Date June 30, 2021)

Recommended Action:

Approve retroactive thirteenth Amendment to Agreement No. PH-19-078, PA No. 20-125 with Mendocino Cafe in the amount of \$180,000 for a new total of \$1,957,380 to provide meals to homebound seniors in the town of Mendocino, CA and the surrounding area due to the COVID-19 pandemic through the Great Plates Delivered program, effective May 12, 2020 through a new end date of July 9, 2021 (original end date June 30, 2021); and authorize Chair to sign same.

Attachments: Mendocino Cafe. Amendment 13. \$180,000 (\$1,957,380)

HUMAN RESOURCES

- 4s) Adoption of Resolution Amending Position Allocation Table as Follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator

Recommended Action:

Adopt Resolution amending Position Allocation Table as follows: Transfer from Budget Unit 7110 to Budget Unit 1160 - 1.0 FTE Program Administrator; and authorize Chair to sign same.

Attachments: 07.20.21 #21-0819 HR Amend PAT BU 7110 to BU 1160 RESO ic

TRANSPORTATION

- 4t) **Adoption of Resolution Approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for Leachate Monitoring and Hauling Services for South Coast Landfill, for the Term Ending June 30, 2022 (Gualala Area)**

Recommended Action:

Adopt Resolution approving Amendment Number 2 to Board of Supervisors Agreement Number 20-015/Department of Transportation Agreement Number 190094 with O'Neil's Septic Service for leachate monitoring and hauling services for South Coast Landfill, for the term ending June 30, 2022 (Gualala Area); and authorize Chair to sign same.

Attachments: Resolution
DOT Contract No. 190094 Amendment No. 2

ADJOURNMENT**Additional Meeting Information for Interested Parties**

Effective March 20, 2020, the Mendocino County Board of Supervisors meetings will be conducted virtually and not available for in person public participation (pursuant to State Executive Order N-29-20). Meetings are live streamed and available for viewing on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo> or via toll-free telephonic live stream by calling 888-544-8306

Clerk of the Board staff remains dedicated to finding new and innovative civic engagement methods during this challenging time. For a complete list of the latest available options by which to engage with agenda items, please visit <https://www.mendocinocounty.org/government/board-of-supervisors/agendas-and-minutes>

All public comment will be available to the Supervisors, staff, and the general public, and can be viewed as attachments to this meeting agenda at <https://mendocino.legistar.com/Calendar.aspx>

LIVE WEB STREAMING OF BOARD MEETINGS is available at <https://mendocino.legistar.com> or visit the Mendocino County YouTube channel. Meetings are also livestreamed from the Mendocino County Facebook page. For technical assistance, please contact the Clerk of the Board at (707) 463-4441. Please reference the departmental website to obtain additional resource information for the Board of Supervisors: www.mendocinocounty.org/bos.

Thank you for your interest in the proceedings of the Mendocino County Board of Supervisors.

Exhibit D

<u>LAW FIRM</u>	<u>RATE</u>
<u>ABBOTT & KINDERMANN, INC.</u>	
PRINCIPAL	\$430.00
OF COUNSEL	\$430.00
SENIOR COUNSEL	\$390.00
SENIOR ASSOCIATE	\$365.00
ASSOCIATE IV	\$330.00
ASSOCIATE III	\$275.00
ASSOCIATE II	\$225.00
ASSOCIATE I	\$200.00
PLANNER II	\$150.00
PLANNER I	\$110.00
PARALEGAL II	\$150.00
PARALEGAL I	\$100.00
LAW CLERK II	\$110.00
LAW CLERK I	\$60.00
STAFF RESEARCHER	\$65.00
<u>COLANTUONO, HIGHSMITH & WHATLEY, PC</u>	
ATTORNEYS	\$220-\$325
PARALEGALS/STAFF ASSISTANTS	\$125-\$170
<u>HANSON BRIDGETT</u>	
PARTNERS	\$495.00
ASSOCIATES	\$365.00
PARALEGALS/CASE CLERKS	\$215.00
<u>HAWKINS, DELAFIELD & WOOD, LLP</u>	
ARTO BECKER	\$640.00
<u>GOODIN, MACBRIDE, SQUERI & DAY, LLP</u>	
MEGAN SOMOGYI	\$350.00
<u>KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD</u>	
SHAREHOLDERS/OF COUNSEL/SENIOR COUNSEL	\$350.00
SENIOR ASSOCIATES	\$300.00
ASSOCIATE ATTORNEYS	\$250.00
PARALEGALS	\$150.00
LAW CLERK/DOCUMENT CLERK	\$150.00
<u>LIEBERT, CASSIDY, WHITMORE</u>	
MORIN JACOB	\$370.00
ASSOCIATES	\$230.00
PARALEGALS	\$130.00
<u>NEVADA COUNTY COUNSEL</u>	\$221.74

THOMAS LAW GROUP

ASSOCIATE	\$450.00
LEGAL ASSISTANT	\$100.00

VAN DERMYDEN MAKUS

SENIOR PARTNER	\$460.00
PARTNER/OF COUNSEL	\$385.00
SENIOR ASSOCIATE	\$310.00
ASSOCIATE	\$275.00
LAW CLERK	\$185.00
PARALEGAL	\$140.00

PROOF OF SERVICE

1 I, Nicky Lopez, declare that I am a citizen of the United States and a resident of the County of Mendocino. I
2 am over the age of eighteen years and not a party to the within above entitled action; my business address is 445 N.
3 State Street, Ukiah, CA 95482.

4 On July 30, 2021, I served the within DECLARATION OF MATTHEW KENDALL
5 IN SUPPORT OF MOTION FOR AN EX PARTE ORDER PURSUANT TO
6 GOVERNMENT CODE §31000.6 DECLARING THE COUNTY COUNSEL HAS A
7 CONFLICT OF INTEREST IN REPRESENTING BOTH THE BOARD OF
8 SUPERVISORS AND THE SHERIFF AND APPOINTING THE LAW OFFICE OF
9 DUNCAN M. JAMES AS THE ATTORNEY FOR THE SHERIFF on the parties in this
10 action as follows:

11 Mendocino County Counsel
12 501 Low Gap Road #1030
13 Ukiah, CA 95482

14 **By Personal Delivery.** I caused each such envelope to be personally delivered to the above
15 named.

16 **By Mail.** As follows: I am "readily familiar" with the firm's practice of collection and processing
17 correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that
18 same day with postage thereon fully prepaid at Ukiah, California in the ordinary course of business.
19 The envelope was sealed and placed for collection and mailing on this date following our ordinary
20 practices. I am aware that on motion of the party served, service is presumed invalid if postal cancellation
21 date or postage meter date is more than one date after date of deposit for mailing in affidavit.

22 **By Overnight Delivery** – I enclosed the documents in an envelope or package provided by an overnight
23 deliver carrier and addressed to the persons at the addresses listed above. I placed the envelope or package
24 for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery
25 carrier.

26 **By Electronic Service** - Based on an agreement of the parties to accept service by electronic transmission,
I caused the documents to be sent to the persons at the electronic notification addresses listed above.

By Facsimile. I caused each such document to be transmitted by facsimile to the number listed above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was
executed on July 30, 2021.


Nicky Lopez