

# *Rescue Fire Protection District*

## **BOARD OF DIRECTORS MEETING Regular Meeting Agenda June 14, 2023**

**6:00 P.M.**

**5221 Deer Valley Road, Rescue, CA 95672**

**(P.O. Box 201)**

**(530) 677-1868**

### **NOTE**

*If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 530.677.1868, at least two (2) days prior to the meeting.*

1. **CALL TO ORDER**
2. **ROLL CALL/ESTABLISH QUORUM**
3. **FLAG SALUTE**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENTS and PUBLIC FORUM**  
This item is for the public to discuss matters not on the agenda and within the jurisdiction of the District or to discuss the closed executive session item. Comments shall be limited to five minutes per person and twenty minutes for all comments unless otherwise authorized by the Board.
6. **CHIEF'S REPORT**
7. **CORRESPONDENCE and COMMUNICATIONS**
8. **CONSENT CALENDAR**
  - A. **Approve Minutes from the May 12, 2023, Board Meeting.**
  - B. **Approve Minutes for the May 31, 2023, Special Board Meeting.**
  - C. **Approve Financial Statements and Warrants Report for May 2023.**
9. **BOARD COMMITTEES**
  - A. **Personal Committee:** Report
  - B. **Budget Committee:** Report
  - C. **Buildings and Grounds:** Report
  - D. **JPA Committee:** Report
  - E. **LAFCO:** Report
10. **RVFA REPORT**
11. **OLD BUSINESS**
  - A. **Development Impact Fee Study**
  - B. **First Responder User Fee Study**
  - C. **Community Facilities District Formation**
  - D. **Joint Operations Agreement**
  - E. **New Apparatus Update**
  - F. **Annual Audit/ GASB75 OPEB Roll-Forward Valuation**

# *Rescue Fire Protection District*

**G. Cameron Park/Cal Fire- Possible Browning of Station 88**

**12. FISCAL ITEMS**

**A. Public Hearing: Review and approve Resolution 2023-02 ordering the levy and collection or annual assessments related to fiscal year 2023-2024**

**B. Review of the 2023-2024 Preliminary Budget**

**13. NEW BUSINESS**

**A. Public Hearing: Review and approve Resolution 2023-03 adopting the appropriation limits for the 2023-24 fiscal year.**

**B. Review and approve updated salary schedule**

**C. Review a Proposal for Legal Services; Rose Law APC**

**14. GOOD TO THE ORDER**

**15. NEXT SCHEDULED MEETING/AGENDA ITEMS**

July 12, 2023

**16. ADJOURNMENT**

# *Rescue Fire Protection District*

**BOARD OF DIRECTORS MINUTES**  
**Regular Meeting Agenda May 10, 2023**  
**6:00 P.M.**  
**5221 Deer Valley Road, Rescue, CA 95672**  
**(P.O. Box 201)**  
**(530) 677-1868**

**NOTE**

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1. **CALL TO ORDER** 1800
2. **ROLL CALL/ESTABLISH QUORUM**  
Directors in attendance: Araujo, Humphreys, Koht, Pino, and Thorne.
3. **FLAG SALUTE**
4. **APPROVAL OF AGENDA**  
*Director Humphreys made a motion to approve the agenda, seconded by Director Pino, and motion unanimously carried.*
5. **PUBLIC COMMENTS and PUBLIC FORUM**  
Captain Balak introduced the new Reserve Firefighters; Redmon, Lemus, and Rice.
6. **CHIEF'S REPORT**
  - Chief Ransdell reported the Following:
  - Attending the Cooperatives Meeting with CalFire and all agencies in the County attend going over what the projected fire season will look like and how each agency expects to help one another. Projected that the fire season will start later than normal.
  - Working on the new contracts for two admin employees.
  - JPA- Medic 28 will be single-roll.
  - The Salary Survey for the State needs to be completed.
  - Call volume for the month of April was a total of seventy-six calls.
  - Preparing the Fiscal Year 23-24 Budget.
7. **CORRESPONDENCE and COMMUNICATIONS**  
None.
8. **CONSENT CALENDAR**
  - A. **Approve Minutes from the April 12, 2023, Board Meeting.**
  - B. **Approve Financial Statements and Warrants Report for April 2023.**

*Director Humphreys made a motion to approve the consent calendar, seconded by Director Thorne, and motion unanimously carried.*
9. **BOARD COMMITTEES**
  - A. **Personal Committee:** No Report

# *Rescue Fire Protection District*

- B. Budget Committee:** No Report
- C. Buildings and Grounds:** A Special Meeting has been scheduled for May 31, 2023 at 6:00pm.
- D. JPA Committee:** Currently trying to make a strategic plan and hiring a company to help with making a better plan. Decided that Medic 28 will be a single-roll operation.
- E. LAFCO:** No Report

## 10. **RVFA REPORT**

Vice President Patrick McCuiston of the RVFA reported the following:

- Three Scholarships were awarded to students at Ponderosa High School.
- Firefighter Appreciation Dinner will be on June 17, 2023, hosted at the Rescue Fire Department. The dinner will start at 5:00pm.
- The National Night out will be on August 1, 2023, the time is still to be determined.
- The Christmas tree order has been placed for 2023.
- RVFA passed a motion to pay for the Graphics for the new 3,000-gallon Water Tender.
- Transportation to the Van Pelt 100 Year Anniversary in Oakdale on June 24, 2023, for E8372 will be provided by Veerkamp Construction.

## 11. **OLD BUSINESS**

### **A. Development Impact Fee Study**

Regarding A, B, and C, there is no current update at this time.

### **B. First Responder User Fee Study**

### **C. Community Facilities District Formation**

### **D. Joint Operations Agreement**

A meeting was scheduled on May 26th, 2023 at Station 75.

### **E. New Engine Update**

The Engine is still at Golden State waiting for the new seats to be installed.

### **F. Annual Audit**

Regarding F and G, there is no new update at this time.

### **G. GASB75 OPEB Roll-Forward Valuation**

### **H. New Water Tender Update**

The radios are on back order currently. Gilly's Super Signs came out to measure for the decals.

## 12. **FISCAL ITEMS**

None.

## 13. **NEW BUSINESS**

### **A. Cameron Park/Cal Fire- Station 88 possible closure and impact.**

Captain Jones spoke about the negative effects that the Browning of Station 88 would have on Rescue Fire Department.

The Board spoke about attending the Board of Directors Meeting for Station 88 on May 17, 2023, to express their concerns about the Browning of Station 88.

### **B. Retired Chief medical reimbursement.**

The Board decided to schedule this item as a closed session in a future meeting.

### **LAFCO Election Ballot 2023.**

The vote was approved.

## 14. **GOOD TO THE ORDER**

Phil Wilson's celebration of life is May 28th at the Community Center.

## 15. **NEXT SCHEDULED MEETING/AGENDA ITEMS**

May 31, 2023

## 16. **ADJOURNMENT**

The meeting was adjourned at 1942.

# *Rescue Fire Protection District*

*Prepared By:*

*Approved By:*

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Aja Mercado, Board Clerk  
Rescue Fire Protection District

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Matt Koht, Board President  
Rescue Fire Protection District

# *Rescue Fire Protection District*

**BOARD OF DIRECTORS MINUTES  
Special Meeting Agenda May 31, 2023  
6:00 P.M.  
5221 Deer Valley Road, Rescue, CA 95672  
(P.O. Box 201)  
(530) 677-1868**

**NOTE**

*If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Board Clerk at 530.677.1868, at least two (2) days prior to the meeting.*

1. **CALL TO ORDER** 1807
2. **ROLL CALL/ESTABLISH QUORUM**  
Directors in attendance: Araujo, Humphreys, Koht, Pino, and Thorne.
3. **FLAG SALUTE**
4. **APPROVAL OF AGENDA**  
*Director Humphreys made a motion to approve the agenda, seconded by Director Pino, and motion unanimously carried.*
5. **PUBLIC COMMENTS and PUBLIC FORUM**  
None.
6. **BOARD COMMITTEES**
  - A. **Buildings and Grounds**  
Cameron Weist representing Adams Ashby Group presented a Long-Term Financial Plan to the Board of Directors. No action was taken.
7. **GOOD TO THE ORDER**  
None.
8. **NEXT SCHEDULED MEETING/AGENDA ITEMS**  
June 14, 2023
9. **ADJOURNMENT**  
The meeting was adjourned at 1941.

*Prepared By:*

*Approved By:*

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Aja Mercado, Board Clerk  
Rescue Fire Protection District

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Matt Koht, Board President  
Rescue Fire Protection District



**Rescue Fire Protection District**  
**Monthly Budget Report**  
**For the Period Ending May 31, 2023**

						(Target 50%)			
		Actual Apr 2023	Actual May 2023	Total YTD May 31, 2023	PRELIMINARY Budget 2022/23	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments	
<b>REVENUE</b>									
<b>Property Tax Revenue</b>									
0100	Secured Tax Revenue	\$ 480,010	\$ 21,382	\$ 1,240,963	\$ 1,199,646	\$ 41,316	103%		
0110	Unsecured Tax Revenue	\$ 169	\$ 73	24,445	20,939	3,506	117%		
0140	Supplemental Tax Revenue	\$ 6,420	\$ 7,166	50,593	30,031	20,562	168%	Property tax revenue collection timing	
0175	Special Tax (633)	\$ 47,513	\$ 3,075	129,521	133,400	(3,879)	97%		
0820	Homeowners Property Tax Relief	\$ 0	\$ 3,144	7,636	9,066	(1,430)	84%		
0360	Penalty and Costs	\$ 73	\$ 470	2,591	2,141	450	121%		
<b>Subtotal Property Tax Revenue</b>		<b>\$ 534,185</b>	<b>\$ 35,311</b>	<b>\$ 1,455,748</b>	<b>\$ 1,395,223</b>	<b>\$ 60,525</b>	<b>104%</b>		
<b>Other Revenue</b>									
0001	Transfer from Fund Balances	\$ -	\$ -	\$ -	\$ 372,594	\$ (372,594)	0%	Higher interest rate than budgeted  Timing of collection	
0400	Interest	\$ 2,450	\$ 3,168	13,795	4,000	9,795	345%		
0420	Rents & Leases	\$ 1,096	\$ 1,256	12,113	12,669	(556)	96%		
1060	Grant Revenue	\$ -	\$ -	-	22,727	(22,727)	0%		
1200	Revenue Other Government	\$ -	\$ -	-	-	-	N/A		
1310	Benefit Assessment (641)	\$ 98,193	\$ 5,545	265,242	268,823	(3,581)	99%		
1742	Misc. Copy Fees	\$ -	\$ -	-	-	-	N/A		
1940	Misc. Revenue	\$ 650	\$ (0)	5,668	20,000	(14,332)	28%		
2000	Sale of Fixed Assets	\$ -	\$ -	-	-	-	N/A		
<b>Subtotal Other Revenue</b>		<b>\$ 102,389</b>	<b>\$ 9,969</b>	<b>\$ 296,818</b>	<b>\$ 700,813</b>	<b>\$ (403,995)</b>	<b>42%</b>		
<b>TOTAL REVENUE</b>		<b>\$ 636,574</b>	<b>\$ 45,279</b>	<b>\$ 1,752,567</b>	<b>\$ 2,096,037</b>	<b>\$ (343,470)</b>	<b>84%</b>		
<b>EXPENDITURES</b>									
<b>Salaries &amp; Benefits</b>									
3000	Regular Employees	\$ 39,314	\$ 39,057	\$ 454,190	\$ 599,838	\$ 145,649	76%	Firefighter vacancy; classification of Fire Chief Wages to Extra Help  Timing of Administrative Assistant hire; classification of Fire Chief Wages (budgeted to Regular Employees)	
3001	Extra Help	\$ 7,521	\$ 8,552	\$ 67,271	32,506	(34,765)	207%		
3002	Overtime	\$ 24,450	\$ 19,649	\$ 236,613	181,215	(55,398)	131%		
3004	Other Compensation	\$ 1,091	\$ 1,178	\$ 18,255	14,630	(3,625)	125%	Semi-Annual Uniform Pay in Jul-22 PERS Annual Lump Sum Payments made in Jul-22	
3020	Retirement	\$ 7,684	\$ 7,620	\$ 263,759	292,261	28,502	90%		
3021	Social Security	\$ 484	\$ 553	\$ 5,449	2,015	(3,434)	270%	Fire Chief - adjust final budget amount	
3022	Medicare	\$ 1,036	\$ 976	\$ 11,384	12,028	644	95%		
3040	Health Insurance	\$ 20,061	\$ 17,773	\$ 225,694	234,719	9,025	96%	Paid September premium in August	
3042	Long-Term Disability	\$ -	\$ -	\$ -	2,200	2,200	0%		
3043	Deferred Comp Employer Share	\$ 228	\$ 183	\$ 1,700	-	(1,700)	N/A		
3060	Workers' Compensation	\$ -	\$ -	\$ 74,716	70,000	(4,716)	107%	Annual premium paid in Jul-22	
<b>Subtotal Salaries &amp; Benefits</b>		<b>\$ 101,869</b>	<b>\$ 95,542</b>	<b>\$ 1,359,030</b>	<b>\$ 1,441,412</b>	<b>\$ 82,383</b>	<b>94%</b>		
<b>Services &amp; Supplies</b>									
4020	Clothing	\$ 527	\$ 1,227	5,785	\$ 16,300	\$ 10,515	35%		
4040	Communications	\$ 830	\$ 289	9,635	15,210	5,575	63%		
4060	Inservice Food	\$ -	\$ 85	253	1,000	747	25%		



**Rescue Fire Protection District**  
**Monthly Budget Report**  
**For the Period Ending May 31, 2023**

		(Target 50%)						
	Actual Apr 2023	Actual May 2023	Total YTD May 31, 2023	PRELIMINARY Budget 2022/23	Variance YTD Actual to Full Year Budget	YTD Actual % of Full Year Budget	Notes/Comments	
4080	Household Expense	\$ 194	\$ 285	2,669	3,525	856	76%	
4100	Insurance	\$ -	\$ 46,010	64,156	24,200	(39,956)	265%	
4140	Equipment Maintenance	\$ 1,102	\$ -	9,038	6,228	(2,810)	145%	
4142	Radio Maintenance	\$ -	\$ -	1,642	500	(1,142)	328%	
4162	Vehicle Maintenance	\$ 6,117	\$ 702	24,591	41,000	16,410	60%	
4180	Maintenance of Structures	\$ 2,960	\$ 252	17,610	15,480	(2,130)	114%	
4200	Medical Supplies	\$ 942	\$ 428	6,273	7,000	727	90%	
4220	Memberships	\$ 0	\$ 0	833	940	107	89%	
4260	Office Expense	\$ 658	\$ 1,847	8,196	2,910	(5,286)	282%	
4261	Postage	\$ -	\$ -	172	-	(172)	N/A	
4300	Professional Services	\$ 3,361	\$ 2,395	24,966	138,120	113,155	18%	
4400	Publications & Legal Notices	\$ 30	\$ -	173	450	278	38%	
4420	Rents & Leases/Equipment	\$ -	\$ -	1,366	1,623	257	84%	
4460	Small Tools	\$ 70	\$ (0)	212	2,200	1,988	10%	
4461	Fire Equipment	\$ 35,126	\$ 1,860	98,682	-	(98,682)	N/A	
4500	Special Department Expense	\$ -	\$ -	1,284	12,143	10,859	11%	
4507	Fire Prevention	\$ 1,021	\$ 72	5,101	500	(4,601)	1020%	
4515	Fuel Purchases	\$ 2,411	\$ 1,242	16,440	20,000	3,560	82%	
4539	Software License	\$ 4,429	\$ 793	9,943	9,815	(128)	101%	
4600	Transportation & Travel	\$ -	\$ -	1,854	2,500	646	74%	
4609	Educational Training	\$ 250	\$ 487	1,328	5,980	4,652	22%	
4617	Staff Development	\$ -	\$ -	-	500	500	0%	
4700	Utilities	\$ 2,765	\$ 1,255	18,326	23,500	5,174	78%	
<b>Subtotal Services &amp; Supplies</b>		<b>\$ 62,793</b>	<b>\$ 59,227</b>	<b>\$ 330,525</b>	<b>\$ 351,625</b>	<b>\$ 21,100</b>	<b>94%</b>	
<b>Fixed Assets</b>								
6020	Structures & Improvements	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	0%	Timing of project
6040	Equipment	\$ 484,406	\$ -	\$ 484,406	3,000	(481,406)	16147%	Timing of purchase
<b>Subtotal Fixed Assets</b>		<b>\$ 484,406</b>	<b>\$ -</b>	<b>\$ 484,406</b>	<b>\$ 303,000</b>	<b>\$ (181,406)</b>	<b>160%</b>	
<b>TOTAL EXPENDITURES</b>		<b>\$ 649,068</b>	<b>\$ 154,769</b>	<b>\$ 2,173,961</b>	<b>\$ 2,096,037</b>	<b>\$ (77,924)</b>	<b>104%</b>	
<b>TOTAL REVENUE LESS EXPENDITURES</b>		<b>\$ (12,494)</b>	<b>\$ (109,490)</b>	<b>\$ (421,394)</b>	<b>\$ (0)</b>	<b>\$ (421,394)</b>		





**Rescue Fire Protection District**  
**Warrants Report**  
**May 2023**

Invoice Number	Vendor	Description	GL Code/ Object	Journal Year	Journal Period	Net Amount	Invoice Date	Received Date
4/22/2023-24	US BANK INC	RFPD Inv: 4/22/23; Rubber Bumper Pads	4162	2023	11	10.69	05/19/2023	05/22/2023
4/22/2023-21	US BANK INC	RFPD Inv: 4/22/23; Fax Line	4539	2023	11	11.95	05/19/2023	05/22/2023
4/22/2023-6	US BANK INC	RFPD Inv: 4/22/23; Adobe Subscription	4539	2023	11	19.99	05/19/2023	05/22/2023
4/22/2023-16	US BANK INC	RFPD Inv: 4/22/23; Security System Subscription	4539	2023	11	27.99	05/19/2023	05/22/2023
4/22/2023-32	US BANK INC	RFPD Inv: 4/22/23; Office Supplies- Pens	4260	2023	11	32.83	05/19/2023	05/22/2023
4/22/2023-30	US BANK INC	RFPD Inv: 4/22/23; Fuel V83- Pickup	4515	2023	11	40.89	05/19/2023	05/22/2023
4/22/2023-12	US BANK INC	RFPD Inv: 4/22/23; E283 Mounting Parts	4162	2023	11	47.11	05/19/2023	05/22/2023
4/22/2023-10	US BANK INC	RFPD Inv: 4/22/23; Station 83- Light Bulb	4197	2023	11	61.12	05/19/2023	05/22/2023
4/22/2023-28	US BANK INC	RFPD Inv: 4/22/23; Fuel V83- Pickup	4515	2023	11	64.79	05/19/2023	05/22/2023
45420	HIGHLANDER TERMITE & PEST CONTROL INC	RFPD Inv: 45420; Pest Control	4180	2023	11	65.00	05/19/2023	05/22/2023
4/22/2023-14	US BANK INC	RFPD Inv: 4/22/23; Microsoft Subscription	4539	2023	11	66.00	05/19/2023	05/22/2023
1070	FIRE PLAN REVIEW INC	RFPD Inv: 1070; Prevention Inspection/MISC	4507	2023	11	72.50	05/19/2023	05/22/2023
4/22/2023-22	US BANK INC	RFPD Inv: 4/22/23; Fuel V83- Pickup	4515	2023	11	75.89	05/19/2023	05/22/2023
4/22/2023-29	US BANK INC	RFPD Inv: 4/22/23; Meeting/Food	4060	2023	11	84.65	05/19/2023	05/22/2023
4/22/2023-5	US BANK INC	RFPD Inv: 4/22/23; El Dorado Irrigation- Water	4700	2023	11	97.06	05/19/2023	05/22/2023
4/22/2023-26	US BANK INC	RFPD Inv: 4/22/23; Fuel V83- Pickup	4515	2023	11	102.93	05/19/2023	05/22/2023
1324838	LIFE ASSIST INC	RFPD Inv: 1324838; Medical Supplies	4201	2023	11	117.19	05/19/2023	05/22/2023
4/22/2023-8	US BANK INC	RFPD Inv: 4/22/23; Internet Station 83	4044	2023	11	123.05	05/19/2023	05/22/2023
4/22/2023-18	US BANK INC	RFPD Inv: 4/22/23; Window Repair- RSLs	4189	2023	11	125.48	05/19/2023	05/22/2023
4/22/2023-3	US BANK INC	RFPD Inv: 4/22/23; Waste Station 83	4085	2023	11	132.24	05/19/2023	05/22/2023
4/22/2023-35	US BANK INC	RFPD Inv: 4/22/23; Office Supplies- Binders MISC	4260	2023	11	149.59	05/19/2023	05/22/2023
4/22/2023-11	US BANK INC	RFPD Inv: 4/22/23; Station 83 Cleaning Supplies	4080	2023	11	152.35	05/19/2023	05/22/2023
4/22/2023-4	US BANK INC	RFPD Inv: 4/22/23; Communication	4040	2023	11	165.55	05/19/2023	05/22/2023
4/22/2023-1	US BANK INC	RFPD Inv: 4/22/23; Fortis IT Service	4300	2023	11	180.25	05/19/2023	05/22/2023
4/22/2023-13	US BANK INC	RFPD Inv: 4/22/23; Amazon Business Account	4539	2023	11	191.98	05/19/2023	05/22/2023
4/22/2023-25	US BANK INC	RFPD Inv: 4/22/23; Hose Adaptor	4162	2023	11	194.21	05/19/2023	05/22/2023
4/22/2023-27	US BANK INC	RFPD Inv: 4/22/23; Woo- PSI Class- Training	4609	2023	11	200.00	05/19/2023	05/22/2023
4/22/2023-9	US BANK INC	RFPD Inv: 4/22/23; Adding Joel to DropBox	4539	2023	11	224.88	05/19/2023	05/22/2023
4/22/2023-31	US BANK INC	RFPD Inv: 4/22/23; Prevention Desk- Docking Station	4260	2023	11	235.93	05/19/2023	05/22/2023
4/22/2023-19	US BANK INC	RFPD Inv: 4/22/23; Streamline- New Website	4539	2023	11	250.00	05/19/2023	05/22/2023
4/22/2023-34	US BANK INC	RFPD Inv: 4/22/23; Prevention QTY 2- Monitors	4260	2023	11	267.38	05/19/2023	05/22/2023
4/22/2023-20	US BANK INC	RFPD Inv: 4/22/23; Employment Add	4300	2023	11	280.00	05/19/2023	05/22/2023
4/22/2023-17	US BANK INC	RFPD Inv: 4/22/23; Intern IFSTA Books	4609	2023	11	286.68	05/19/2023	05/22/2023
1314266	LIFE ASSIST INC	RFPD Inv: 1314266; Medical Supplies	4201	2023	11	310.58	05/19/2023	05/22/2023
23-0222-471	CURTIS INDUSTRIAL INC	RFPD Inv: Towing of E383	4160	2023	11	450.00	05/19/2023	05/22/2023
4/22/2023-15	US BANK INC	RFPD Inv: 4/22/23; Jones- Uniform Alterations	4020	2023	11	542.58	05/19/2023	05/22/2023
INV693022	LN CURTIS & SONS	RFPD Inv: INV693022; PPE Gloves	4020	2023	11	684.26	05/19/2023	05/22/2023
35882	IPROSPECTCHECKCOM	RFPD Inv: 35882; Employment Background Checks	4300	2023	11	735.20	05/19/2023	05/22/2023
639217	MEL DAWSON INC	RFPD Inv: 639217; Bulk Fuel	4515	2023	11	957.83	05/19/2023	05/22/2023
4/22/2023-7	US BANK INC	RFPD Inv: 4/22/23; Utilities Station 83	4700	2023	11	1,157.69	05/19/2023	05/22/2023
4/22/2023-33	US BANK INC	RFPD Inv: 4/22/23; Prevention Laptop	4260	2023	11	1,161.23	05/19/2023	05/22/2023
4/22/2023-2	US BANK INC	RFPD Inv: 4/22/23; Fortis IT Service	4300	2023	11	1,199.74	05/19/2023	05/22/2023
4/22/2023-23	US BANK INC	RFPD Inv: 4/22/23; Aluminum Sheets- New Engine	4461	2023	11	1,859.63	05/19/2023	05/22/2023
6/01/23-6/30/23	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA	RFPD Inv: 6/1/23-6/30/23; June Health Insurance	3040	2023	11	19,264.36	05/19/2023	05/22/2023
14986	ATWOOD INSURANCE AGENCY	RFPD Inv: 14986; 4.1.23-4.1.24 Atwood Insurance Annual Premium	4100	2023	11	46,010.00	05/19/2023	05/22/2023

May Total

\$ 78,491.25

# *Rescue Fire Protection District*

5221 Deer Valley Road  
P.O. Box 201  
Rescue, CA 95672  
(530) 677-1868  
FAX (530) 677-9609

## **RESOLUTION #2023-02**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESCUE FIRE PROTECTION DISTRICT ORDERING THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED TO FISCAL YEAR 2023-2024**

Upon approval by the property owners within the Rescue Fire Protection District, the Board of Directors has by previous Resolution(s) ordered the levy of special benefit assessments against parcels of land within the Rescue Fire Protection District service area pursuant to the provisions of *Title 5, Division 1, Part 1, Article 3.6 of the Government Code of California, beginning with Section 50078* (hereafter referred to as the Code), and *California Constitution Articles XIII C and XIII D* to pay costs and expenses of operating, maintaining and servicing fire suppression services and appurtenant equipment located within the Rescue Fire Protection District service area; and,

The Engineer has prepared and filed with the Board Secretary of the Rescue Fire Protection District such a report entitled "Engineer's Report, Fire suppression Assessment, Rescue Fire Protection District" (Report); and

The maximum assessment amount, including the application of an annual inflation factor of two percent (2.0%). The report states that the Board will apply an inflation factor of (2.0%) to the annual maximum assessment amounts. It also states that if the District does not need to levy the maximum assessment amount, it can choose not to levy the maximum assessment amount in any given fiscal year, however, for accounting purposes, the maximum annual assessment will be adjusted each year by the 2.0% annual inflation factor regardless of the levy amount.

# Rescue Fire Protection District

5221 Deer Valley Road  
P.O. Box 201  
Rescue, CA 95672  
(530) 677-1868  
FAX (530) 677-9609

The Rescue Fire Protection District Board of Directors orders the following:

- Section 1      The above recitals are all true and correct.
- Section 2      The maximum assessment amount for the 2023-2024 tax year shall be increased by 2.0% to **\$106.23** per each improved parcel and **\$7.70** per acre for each unimproved parcel, as defined in the Report.
- Section 3      The assessment amount to be levied for the 2023-2024 tax year shall be **\$106.23** per each improved parcel and **\$7.70** per acre (maximum of 50 acres) for each unimproved parcel, as defined in the Report and by prior Resolution(s) adopted by the Board.
- Section 4      The El Dorado County Auditor-Controller is authorized to place this assessment on the 2023-2024 Tax Roll and is to collect this assessment, each and every year after, until rescinded by a Resolution of the Rescue Fire Protection District Board of Directors.

Passed and Adopted by the Board of Directors of the Rescue Fire Protection District at a regular meeting of said Board, held on June 14, 2023, by the following:

BOARD MEMBER – M. Koht	( )AYE ( )NAY ( )ABSENT
BOARD MEMBER – C.J. Smith	( )AYE ( )NAY ( )ABSENT
BOARD MEMBER – P. Humphreys	( )AYE ( )NAY ( )ABSENT
BOARD MEMBER – S. Thorne	( )AYE ( )NAY ( )ABSENT
BOARD MEMBER – J. Araujo	( )AYE ( )NAY ( )ABSENT

ATTEST:

\_\_\_\_\_  
Aja Mercado, Clerk to the Board  
Rescue Fire Protection District

\_\_\_\_\_  
Matt Koht, Chair  
Rescue Fire Protection District

# Rescue Fire Protection District

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## RESOLUTION #2023-03

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE RESCUE FIRE PROTECTION DISTRICT SETTING THE APPROPRIATIONS LIMIT FOR 2023-2024

The Board of Directors conducted a hearing on the appropriation limitation for the Rescue Fire Protection District on June 14, 2023; and

The hearing was advertised and noticed as required by law; and

The Board received testimony and other evidence regarding the appropriation limitation to be established for the Rescue Fire Protection District; and

The Board of Directors of the Rescue Fire Protection District has set the Rescue Fire Protection District appropriation limits for the 2023-2024 fiscal year as described in Article XIII B of the State Constitution and implemented by Chapter 1205, Statutes of 1980, at the sum of \$1,607,605.25 computed as follows:

<u>\$1,545,179.98</u>	(X) 1.0735 =	<u>\$1,607,605.25</u>
(2022/2023 Appropriation Limit)		(2023/2024 Appropriation Limit)

Passed and Adopted by the Board of Directors of the Rescue Fire Protection District at a regular meeting of said Board held on June 14, 2023 by the following:

BOARD MEMBER – M. Koht	( ) AYE ( ) NAY ( ) ABSENT
BOARD MEMBER – C.J. Smith	( ) AYE ( ) NAY ( ) ABSENT
BOARD MEMBER – P. Humphreys	( ) AYE ( ) NAY ( ) ABSENT
BOARD MEMBER – S. Thorne	( ) AYE ( ) NAY ( ) ABSENT
BOARD MEMBER – J. Araujo	( ) AYE ( ) NAY ( ) ABSENT

ATTEST:

\_\_\_\_\_  
Aja Mercado, Clerk to the Board  
Rescue Fire Protection District

\_\_\_\_\_  
Matt Koht, Chair  
Rescue Fire Protection District

Effective: 1st Pay Period July 2023

Firefighter	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	18.3958	2,060.33	53,568.57	4,464.05		17.8600	3.00	18.3958
Step 2	19.3228	2,164.15	56,267.99	4,689.00		18.7600	3.00	19.3228
Step 3	20.2807	2,271.44	59,057.40	4,921.45		19.6900	3.00	20.2807
Step 4	21.3004	2,385.64	62,026.76	5,168.90		20.6800	3.00	21.3004

Firefighter/EMT	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	19.3228	2,164.15	56,267.99	4,689.00		18.7600	3.00	19.3228
Step 2	20.2807	2,271.44	59,057.40	4,921.45		19.6900	3.00	20.2807
Step 3	21.3004	2,385.64	62,026.76	5,168.90		20.6800	3.00	21.3004
Step 4	22.3613	2,504.47	65,116.11	5,426.34		21.7100	3.00	22.3613

Firefighter/Paramedic	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	20.6721	2,315.28	60,197.16	5,016.43		20.0700	3.00	20.6721
Step 2	21.6403	2,423.71	63,016.55	5,251.38		21.0100	3.00	21.6403
Step 3	22.6497	2,536.77	65,955.93	5,496.33		21.9900	3.00	22.6497
Step 4	23.7106	2,655.59	69,045.27	5,753.77		23.0200	3.00	23.7106

Engineer/EMT	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	22.5879	2,529.84	65,775.96	5,481.33		21.9300	3.00	22.5879
Step 2	23.7106	2,655.59	69,045.27	5,753.77		23.0200	3.00	23.7106
Step 3	24.8951	2,788.25	72,494.53	6,041.21		24.1700	3.00	24.8951
Step 4	26.1414	2,927.84	76,123.76	6,343.65		25.3800	3.00	26.1414

Engineer/Paramedic	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	23.9372	2,680.97	69,705.13	5,808.76		23.2400	3.00	23.9372
Step 2	25.0599	2,806.71	72,974.43	6,081.20		24.3300	3.00	25.0599
Step 3	26.2547	2,940.53	76,453.69	6,371.14		25.4900	3.00	26.2547
Step 4	27.4907	3,078.96	80,052.92	6,671.08		26.6900	3.00	27.4907

Captain/EMT	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	26.5740	2,976.29	77,383.49	6,448.62		25.8000	3.00	26.5740
Step 2	27.9027	3,125.10	81,252.66	6,771.06		27.0900	3.00	27.9027
Step 3	29.2932	3,280.84	85,301.80	7,108.48		28.4400	3.00	29.2932
Step 4	30.7661	3,445.80	89,590.88	7,465.91		29.8700	3.00	30.7661

Captain/Paramedic	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	27.9233	3,127.41	81,312.65	6,776.05		27.1100	3.00	27.9233
Step 2	29.2520	3,276.22	85,181.82	7,098.49		28.4000	3.00	29.2520
Step 3	30.6425	3,431.96	89,230.96	7,435.91		29.7500	3.00	30.6425
Step 4	32.1154	3,596.92	93,520.04	7,793.34		31.1800	3.00	32.1154

Field Support Operations	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Precent Increase	2023-2024 Hourly Rate
Step 1	19.3228	2,164.15	56,267.99	4,689.00		18.7600	3.00	19.3228
Step 2	20.2807	2,271.44	59,057.40	4,921.45		19.6900	3.00	20.2807
Step 3	21.3004	2,385.64	62,026.76	5,168.90		20.6800	3.00	21.3004
Step 4	22.3613	2,504.47	65,116.11	5,426.34		21.7100	3.00	22.3613

Administrative Assistant (Part-Time)	Hourly Rate	Pay Period	Annually	Monthly		2022-2023 Hourly Rate	Percent Increase	2023-2024 Hourly Rate
Step 1	22.2480	1,779.84	46,275.84	3,856.32		21.600	3.00	22.248
Step 2	23.360	1,868.83	48,589.63	4,049.14		22.680	3.00	23.360
Step 3	24.524	1,961.94	51,010.54	4,250.88		23.810	3.00	24.524
Step 4	25.750	2,060.00	53,560.00	4,463.33		25.000	3.00	25.750

Fire Chief (Part Time) Hourly Rate	Hourly Rate	Pay Period	Annually	Monthly	2022-2023 Hourly Rate	Percent Increase	2023-2024 Hourly Rate
	71.2200	2,848.80	74,068.80	6,172.40	71.2200	0.00	71.2200

	Firefighter	Firefighter/EMT	Firefighter/Paramedic	Engineer/EMT	Fire Chief (Part Time)
Annual top step:	62,026.76	65,116.11	69,045.27	76,123.76	74,068.80
Difference between steps:		3,089.34	3,929.16	7,078.49	-2,054.96

\*Hourly rate does not include longevity pay or FLSA

## 1. OUR LAW FIRM'S PROFILE

### ROSE LAW APC

Working Hard for Working People®



Rose Law APC was established in 2004, and handles matters involving employee and labor relations, government and public law, civil and administrative law, wages and overtime compliance, discrimination or workplace harassment allegations, wrongful termination, trade secrets, employment and civil litigation, workplace investigations, and class actions.



Rose Law APC is accredited by the [Better Business Bureau®](#) and maintains an A+ rating.

### Lead Attorney

The firm's principal [Joe Rose](#) is a California lawyer and law professor. Mr. Rose started his legal career in 2001 after a successful public service career as a firefighter and paramedic. Over the last two decades, Mr. Rose has represented thousands of laborers, trades and crafts workers, peace officers, firefighters, supervisors, managers, public agencies, department heads, licensed professionals, labor organizations, and small business employers in all industries throughout California's public and private sectors. Mr. Rose is

based in the Sacramento and Los Angeles areas, practicing law statewide.

### Recognition

Through a peer review process of confidential assessments from



judges and other attorneys, Mr. Rose is rated "AV" Preeminent for his strong legal ability and very high ethical standards by [Martindale-Hubbell](#)—a distinction awarded to an elite group of approximately 10% of all attorneys nationwide.



Mr. Rose has also been nominated by his peers and repeatedly chosen since 2013 in Southern and Northern California by [Super Lawyers®](#)—a distinction held by a select group of approximately 5% of California lawyers.

Client reviews and colleague endorsements of Mr. Rose score a perfect 10.0 "superb" rating on the legal industry attorney ratings and reviews platform [Avvo.com](#).



Mr. Rose earned the prestigious law student trial advocacy award in 2004 from the American Board of Trial Advocates, Sacramento Chapter.

### Education and Experience

Mr. Rose received his Juris Doctor with honors from [Lincoln Law School of Sacramento](#), where he excelled in civil procedure, torts, and won the trial and appellate advocacy competitions. He is a 2013 graduate of the renowned [Trial Lawyers College](#). He graduated from the UCLA Center for Prehospital Care (Daniel Freeman) at the Geffen School of Medicine in 1988.

In addition to advocating for his clients, Joe Rose shares his knowledge with law students at his alma



mater where he has been on the faculty since 2005. He currently teaches employment law.

### Bar Admissions

- [United States Supreme Court](#)
- [California Supreme Court](#)
- [U.S. Court of Appeals for the Ninth Circuit](#)
- [U.S. District Court, Eastern District of California](#)
- [U.S. District Court, Northern District of California](#)
- [U.S. District Court, Central District of California](#)
- [U.S. District Court, Southern District of California](#)

### Professional Affiliations

- [State Bar of California](#)
- [American Bar Association \(ABA\)](#)
- [Ventura County Bar Association](#)
- [Sacramento County Bar Association](#)
- [Federal Bar Association](#)
- [California Department of Real Estate](#), Licensed Real Estate Broker (No. 01765500)

### Community Service

- [Cameron Park Community Services District](#), Board of Directors, 1992 – 1993
- [El Dorado County Fire Protection District](#), Board of Directors, 1994 – 1996, 2007 – 2011

## 2. LEGAL SERVICES AVAILABLE

### Legal Counsel for Local Public Agencies

- ✓ Government and Administrative Law
- ✓ Employment and labor law compliance
- ✓ Workplace investigations
- ✓ Disability interactive processes
- ✓ Employee leave management
- ✓ Coaching, discipline, and discharge
- ✓ Representation during Labor Commissioner and USDOL investigations
- ✓ Civil litigation in federal & state courts
- ✓ Employee policies and handbooks
- ✓ General legal counsel

## 3. OUR PROPOSAL

We are pleased to provide this proposal for legal counsel as you have requested. We are well positioned to assist given our 20+ years of specific directly relevant experience in public and

government law, labor relations, and employment law throughout California.

### Monthly Retainer Plus Discounted Hourly Rates

A fixed monthly retainer of One Thousand Eighty Dollars (\$1,080), payable in advance by automatic recurring billing, which will guarantee our prompt availability to you when called upon, guarantee a twenty percent (20%) discount from our current standard billing rates, and compensate us for up to one (1) hour of professional services and travel performed by attorneys in any given calendar month (unused time does not accrue or carry forward from month to month). Attorney time exceeding three (3) hours in one calendar month is billed at our current standard billing rate less a twenty percent (20%) discount. Our current standard billing rates are:

Team Member	Standard Hourly Rate	Discounted Rate (-20%)
Joe Rose	\$450	\$360
Associate Attorneys	\$375	\$300
Paralegals	\$95	\$76

### Costs

Ordinary administrative costs, such as routine postage for mailings, photocopies and scans in small volumes, and local travel (*i.e.*, mileage) expenses are included in our fees. Extraordinary costs such as large volume mailings, courier or process service fees, arbitrators, mediators, experts, filing fees, court reporters and transcriptions are either paid directly by you or reimbursed when we advance those costs on behalf of your business.

### Term of Agreement

One (1) year initial term automatically renewed each successive year, terminable at will with 30 days' notice.

### Valuation of Our Services

We value our services under the Rules of Professional Conduct of the State Bar of California and the guidelines of the American Bar Association. The beginning point is determined by

multiplying the time worked (measured in 6-minute increments) by a rate for each professional providing services. Other factors we consider include the difficulty of the questions, the specialized skills that may be needed, the time limits imposed by you or the circumstances, the amount involved, and the results obtained.


#### 4. CASE AND MATTER MANAGEMENT

As our client, authorized members of your Board and executive management team will have 24/7/365 web-based access to your matters through our secure online case management system (powered by [MyCase](#)) using your smart phone, tablet, laptop, or desktop where you can share messages, documents, and upcoming events, communicate by 2-way text message, etc. Our MyCase client portal enables you to effortlessly, securely, and instantly communicate and collaborate with your legal team, stay up to date on your matters, and store all messages (including emails, text messages), so you have a complete and always-accessible record.

#### 5. REPRESENTATIVE CLIENTS

- ✓ **City of Milpitas**
- ✓ **City of Monterey**
- ✓ **City of Santa Cruz**
- ✓ **Diamond Springs – El Dorado Fire Protection District**

#### 6. GREAT LAWYERS. HAPPY CLIENTS.

See what our current and former clients and colleagues in the legal profession have to say about their experiences with our law firm by visiting [Avvo.com](#) and [Google Business](#). 

### 1. CLIENT INFORMATION

<b>Name</b>	<b>Rescue Fire Protection District</b> <i>Board of Directors</i> <i>Matt Koht, Chair</i> <i>Scott Thorne, Vice Chair</i> <i>Penny Humphreys, Director</i> <i>Janice Araujo, Director</i> <i>Josh Pino, Director</i>
<b>Address</b>	5221 Deer Valley Rd
<b>City, State ZIP</b>	Rescue, CA 95672
<b>Phone</b>	(530) 677-1868
<b>Email</b>	info@rescuefiredepartment.org

You agree to cooperate with us and keep us informed of any contact information changes.

### 2. SCOPE OF ENGAGEMENT

We will perform those legal services which you request that we perform; however, it is our understanding you are engaging us specifically to act as outside general legal counsel to your Board and your executive management team regarding labor, employment, civil, government, and administrative law issues as they arise. Whenever you request our assistance on a discrete matter that may require us to render significant legal services, we will establish a separate matter for billing purposes. Although we often describe our role as one of “general counsel,” our engagement will be limited to the specific matters for which we establish discrete case files. Since we can only be aware of those matters, you specifically bring to our attention, we are only responsible for those specific matters upon which you engage us. We will notify you whenever we establish a new matter, which shall bring such work within the scope of this agreement.

In addition, by signing this agreement, you acknowledge and agree that we do not represent you in connection with: 1) the filing, prosecution, monitoring or maintenance of any

patent, trademark or copyright; 2) tax compliance or advice; and 3) security offering. You further acknowledge and agree that we will not calendar or otherwise remind you of any deadline or other obligation in connection with any matter for which you do not specifically engage us, and you are solely responsible for calendaring such deadlines and obligations, even if you have advised us of such deadline or obligation. This includes not only any deadline or obligation relating to a litigation matter, patent, trademark, or copyright filing, but also any other filing or timing obligation, such as a contractual deadline or expiration date (even where we may have represented you with respect to negotiating such contract) or the renewal of a Uniform Commercial Code or other financing statement.

When we render services to you, you acknowledge that we have relied upon you to supply us with the facts upon which we render them. You also acknowledge we have relied upon you to review all legal documents that we prepare for factual accuracy and completeness. You agree you are not relying on us for accounting, business, or investment decisions. You also agree we are not responsible for investigating the character or creditworthiness of any person with whom you might deal.

You agree we are not responsible for the business or economic success of any transaction in which we represent you, as we cannot assure you that any transaction will be successfully consummated or will result in a favorable outcome to you. Finally, you understand and agree that the scope of our engagement does not include monitoring administrative, judicial, or legislative developments that may impact you or your business.

### 3. MONTHLY RETAINER AND ATTORNEY'S FEES

As compensation for our services, our fees will be based on a combination of:

- A. a **fixed monthly retainer** of one thousand eighty dollars (\$1,080) which will guarantee our prompt availability to you whenever called upon, guarantee a twenty percent (20%) discount from our current standard billing rates, and compensate us for the three (3) hours of legal services performed in any given calendar month (unused time does not accrue or carry forward from month to month); and
- B. our **current standard billing rate less a twenty percent (20%) discount** for the personnel performing services under this agreement in excess of the first one (1) hour at the time such services are. Our current standard billing rates for attorneys and paralegals are:

Team Member	Standard Hourly Rate	Discounted Rate (-20%)
Joe Rose	\$450	\$360
Associate Attorneys	\$375	\$300
Paralegals	\$95	\$76

### 4. VALUATION OF SERVICES

We value our services under the Rules of Professional Conduct of the State Bar of California and the guidelines of the American Bar Association. The beginning point is determined by multiplying the time worked (measured in 6-minute increments) by a rate for each person providing services. Other factors we consider include the difficulty of the questions, the specialized skills that may be needed, the time limits imposed by you or the circumstances, the amount involved, and the results obtained.

### 5. CASE COSTS

Solving legal problems often requires us to incur expenses on your behalf. Expenses such as routine telephone charges, normal copying charges and postage are absorbed by us. Larger expenses such as travel and lodging, major copying projects (8¢–22¢/page), voluminous document scanning (1¢/page), court costs, filing fees, messenger, and courier fees, international or conference calls and computer research fees are billed separately on your statement. If these expenses are substantial, we may ask you to pay them directly or to advance funds to us for payment. Occasionally, we may need to hire accountants, appraisers, experts, mediators, arbitrators, investigators, lawyers or other professionals, and we may ask you to pay them directly for their services.

### 6. COMMUNICATION

As our client, we will establish for you a secure "MyCase" Internet client portal (<https://roselaw.mycase.com>) through which we will communicate with you, alert you to important appointments and deadlines, and share documents with you. We will also communicate with you by email and telephone. You may use whatever communication method is convenient for you. You must respond promptly to our requests about your case.

### 7. YOUR CASE FILE

We generally do not maintain a paper copy of your case file. Instead, we will maintain your case file mostly in electronic format. We store electronic files on a variety of platforms, including on firewalled internal servers and backup servers, as well as on secure "cloud"-based servers and sometimes on portable media. You consent to our use of these methods to use and store your documents.

Documents will be uploaded in electronic format to your Rose Law MyCase client portal or sent to you via e-mail as they are received or generated. You agree to save all these electronic documents as you receive them because they are your copy of your case file. At the conclusion of our representation, any paper documents in our case file will be shredded.

## 8. OUR TEAM

You are hiring our law firm and not any particular attorney. To best serve you, we will assemble the team of professionals best suited to your specific needs at each stage of the case. Joe Rose will be the lead attorney for your matters.

## 9. NO GUARANTEES

We will do our best for you, but no attorney can guarantee the outcome of any case. When we tell you our professional opinions, estimates and predictions, these are not guarantees.

## 10. ERRORS & OMISSIONS INSURANCE

We maintain errors and omissions insurance coverage applicable to the services to be rendered.

## 11. MARKETING

Unless you have advised us otherwise in writing, you agree we may use your name and logo on our web site (including a link to the home page of your web site) and in our marketing materials solely for the limited purpose of referring to you as our client.

## 12. ORGANIZATION IS THE CLIENT

Although we may from time to time at your request assist officers, directors, employees or agents, unless we have otherwise agreed in writing, for purposes of establishing the attorney-client relationship, only the organizational entity actually named in Section 1 of this agreement is our client. In certain

circumstances, we may be acting for an entity, and simultaneously on behalf of its founders or certain of its owners to the extent each has engaged us by execution of an engagement letter agreement applicable to the same matter. While the benefits of being jointly represented may be obvious to you, there are also several risks that you should consider carefully before continuing with such joint representation. The explicitness of what follows is motivated by our desire to maintain the highest ethical standards. The risks described in this section exist any time joint representation of two or more clients is undertaken by the same lawyers; nevertheless, these risks should be understood by you at the outset.

The **first risk** concerns the sharing of confidential information. As you may know, all communications between us and a client of our firm are treated as strictly confidential under the attorney-client privilege, and those communications cannot generally be disclosed to any third parties without your consent. If multiple parties are clients of our firm, each of the clients enjoy the same privilege with respect to your respective communications with us. You should be aware, however, that by jointly representing multiple parties in the same transaction, there is no privilege of confidentiality as between the jointly represented parties. Thus, for example, any communication to us by any one party, provided it relates to the subject matter of the joint representation, would be deemed received by the other parties, and vice versa.

This does not mean, of course, that we would mechanically repeat to any of the multiple parties everything that is confided to us by one of the parties. But it does mean that any of the multiple parties would generally have the right to find out what has been told to, or what has

been advised by, us to the other parties, to the extent that such information relates exclusively to the joint representation. Our ethical obligations require us to adhere to this rule in order to ensure that we, as lawyers, can fulfill our fiduciary obligations to each of the multiple parties in full measure.

This also does not mean that anyone else (that is, any non-client) can gain access to such communications. Indeed, the privilege protecting the confidentiality of such communications would remain fully intact vis-à-vis third parties; additionally, none of the multiple parties would be able to waive that privilege without the other's consent.

Nevertheless, if any party would consider imparting to us any information that it desired to keep secret from the other parties, we would not be able to maintain such secrecy to the extent that the information was exclusively related to the joint representation. If any party has such secrecy concerns, that party should consider obtaining separate counsel.

The **second risk** that arises out of any joint representation is the possibility that such joint representation could diminish the nature of the advocate relationship you have with us as your counsel. Under the California Rules of Professional Conduct, we are required to provide all our clients with a "vigorous" representation of their interests. Although we believe we will always provide advice to each of the parties based upon the highest ethical standards, it is possible that you may not believe you will obtain the same degree of "vigorous" representation when you are represented by the same attorney because there is a natural human tendency to "mediate" or "compromise" issues where one of you may be able to gain a more significant concession if you were to take a position adverse to the other.

The **third risk** that necessarily arises out of any joint representation is the theoretical possibility that an actual conflict of interests may one day surface between or among the multiple parties. For instance, facts could come to light which would suggest that one or more of such parties may desire to assert claims or take a position adverse to the others. And if such a conflict should arise, there would be two important consequences. First, our firm would be precluded from continuing its joint representation of the parties. Therefore, each party would be required to engage new, separate counsel in mid-stream at its own expense. In addition, our firm may represent one or more of the parties in matters unrelated to the joint representation. The existence of an actual dispute could create grounds for one of the parties to disqualify our firm from representing any of the others in those other matters that are unrelated to the joint representation. The specific grounds for such disqualification are hard to precisely predict in advance but would most likely relate to the disclosure to us of information during the period of our joint representation that the disclosing party might consider to be confidential. By executing and returning a copy of our engagement letter agreement, you specifically agree on behalf of all the jointly represented parties to our continued representation of any of them in matters that are unrelated to the joint representation, and further agrees that you will not seek to disqualify our firm from such representation based on any information which any of them had previously provided to our firm, or otherwise.

Another important consequence of a conflict among multiple parties is that none of them could thereafter prevent any of the others from discovering or disclosing confidential attorney-client information that relates exclusively to the

joint representation communicated during the period of the joint representation (at least insofar as such information is sought to be used in connection with the newly discovered dispute between or among them). Thus, confidential communications made by any of the multiple parties to us as joint counsel may, at least theoretically, one day come back to “haunt” you in the context of a dispute among yourselves.

Please understand that none of the above is said to cause you undue concern. The risks outlined above are inherent in any joint representation undertaken by any lawyer.

### 13. DISCONTINUING OUR SERVICES

You may discontinue our services at any time simply by giving us written notice. If you do, you will be billed for the legal services we provide up to the time our services end and issue a refund for any refundable and unearned fees paid in advance.

We may discontinue providing legal services to you if you breach this agreement, make our representation of you unreasonably difficult by failing to cooperate with us, fail to respond to our communications, fail to be truthful with us, fail to pay our fee, fail to pay for costs as they are incurred, or for another good reason.

### 14. DISPUTE RESOLUTION

If a dispute arises between you and us about our fee, you may choose to have that dispute resolved by the fee arbitration rules of the Sacramento County Bar Association ([www.sacbar.org](http://www.sacbar.org)).

If a dispute arises between you and us not resolved by voluntary fee arbitration, you agree to first try to resolve it by private mediation. If we are unable to resolve the dispute by mediation, you agree to **waive your right to a civil trial by jury** and instead have the dispute

resolved by **final and binding arbitration** under the rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) and the Federal Arbitration Act in Sacramento County, California.

### 15. SIGNATURES

This is our entire agreement. If we modify it, we will only do so in writing. You also acknowledge you have received your own copy of this agreement. By signing your name below, you confirm that you have read this entire 5-page agreement and you agree to all of its terms, especially the **binding arbitration and jury trial waiver** provision in paragraph 13 immediately above.

#### RESCUE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Matt Koht Date  
Its: Chair, Board of Directors

By: \_\_\_\_\_  
Scott Thorne Date  
Its: Vice Chair, Board of Directors

#### Rose Law APC

By: \_\_\_\_\_  
Joseph W. Rose, Attorney Date  
Its: President and Managing Shareholder