



AGENDA

CRESCENT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

**SPECIAL MEETING
HELD
THURSDAY, NOVEMBER 18, 2021
AT 5:30 P.M.**

Submit comments via ccfire@crescentcity.org; or submit a written comment by filing it with the Administrative Assistant at 255 W Washington Blvd, Crescent City, California 95531 prior to 5:30 pm, November 18, 2021. If you require a special accommodation, please contact Administrative Assistant, Vanessa Duncan at 464-2421.

CLOSED SESSION 5:00 P.M.

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: *Crescent City Harbor District v. Crescent Fire Protection District et al.*; Del Norte Superior Court Case No. CVUJ-2021-1248

REGULAR SESSION 5:30 P.M.

1. ROLL CALL

1.1 CALL TO ORDER

1.2 FLAG SALUTE

2. REPORT OF ANY ACTIONS FROM CLOSED SESSION BY THE BOARD OF DIRECTORS

3. PUBLIC PARTICIPATION

Any member of the audience is invited to address the Board on any matter that is within the jurisdiction of the Crescent Fire Protection District. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the

Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Board. After receiving recognition from the Chairman, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted five minutes each in which to speak on any item on the agenda prior to any action taken by the Board.

4. NEW BUSINESS

Take action as necessary and appropriate.

4.1 REVIEW AND APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. Review and APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES

5. BOARD COMMENTS

THIS AGENDA ITEM ALLOWS BOARD MEMBERS THE OPPORTUNITY TO DISCUSS ITEMS OF GENERAL INTEREST, PROVIDE A REFERENCE OR OTHER RESOURCE TO STAFF, ASK FOR CLARIFICATION OR REQUEST STAFF TO REPORT TO THE BOARD ON A CERTAIN MATTER

6. ADJOURNMENT

ADJOURN TO THE NEXT REGULARLY SCHEDULED MEETING ON MONDAY, DECEMBER 13, 2021, AT 5:00 PM

POSTED:

11/17/2021

/s/ Vanessa Duncan

Administrative Assistant

Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the Administrative Assistant's office at (707)464-2421. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at Crescent City Fire & Rescue, 255 W Washington Blvd, during business hours, 8:00 a.m. - 5:00 p.m., or on-line at cpfd.crescentcity.org

STAFF REPORT – REVIEW AND APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES

RECOMMENDATION

1. Receive staff report and presentation
2. Take public comment
3. Board Discussion
4. REVIEW AND APPROVE AGREEMENT TO RETAIN COLANTUONO, HIGHSMITH & WHATLEY, PC TO PROVIDE LEGAL SERVICES

BACKGROUND

Crescent Fire Protection District requires legal counsel for pending litigation before November 26, 2021. Michael Colantuono with Colantuono, Highsmith & Whatley, PC came highly recommended as a potential defense counsel by both Nancy Diamond, past general counsel for the District and Ryan Plotz, the newly obtained general counsel for the District.

FISCAL IMPACT

Per the agreement listed as Attachment 1, the hourly rates to retain their services will be from \$220 to a maximum of \$335 for attorneys time and \$125 - \$170 per hour for the services of their paralegals time.

ATTACHMENTS

1. Agreement to retain Colantuono, Highsmith & Whatley, PC to provide legal services

COLANTUONO
HIGSMITH
WHATLEY, PC

MICHAEL G. COLANTUONO | (530) 432-7359 | MCOLANTUONO@CHWLAW.US

Our File No. 10000.0191

November 8, 2021

VIA ELECTRONIC MAIL

Vanessa Duncan
Administrative Assistant
Crescent Fire Protection District
255 W. Washington Blvd.
Crescent City, CA 95531

Re: **Representation of Crescent Fire Protection District re Defense of
*Crescent City Harbor District v. Crescent Fire Protection District, Del
Norte County Superior Court Case No. CIVIL-2021-1248***

Dear Vanessa:

As Ryan Plotz asked, I write to propose the terms under which we agree to represent Crescent Fire Protection District (“you” or “District”) in defending this reverse validation challenge to the District’s fire suppression benefit assessment. This will be our sole project for you; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

Crescent Fire Protection District

420 SIERRA COLLEGE DRIVE, SUITE 140, GRASS VALLEY, CALIFORNIA 95945-5091 | (530) 432-7357

GRASS VALLEY | PASADENA | SACRAMENTO | SOLANA BEACH | SONOMA

Adverse Parties:

Crescent City Harbor District

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any other potential challengers to the assessment. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

Lili Wyckoff and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2021 range between \$220 and \$525 per hour for attorneys' time, and between \$125 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates on this matter

at \$335 per hour, a significant discount from my full rate. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year. However, we will not lift the \$335 per hour cap without first consulting with you about our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Santa Rosa to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the

confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

MGC:mgc

c: Ryan Plotz, Esq.

Crescent Fire Protection District

November 8, 2021

Page 5

On behalf of Crescent Fire Protection District, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

Signature

Date: _____, 2021

By: _____

Title: _____