

LRFB Public Meeting Minutes

Virtual Meeting held using *Go To Meeting* Online Meeting Platform
4:30 pm. July 21, 2022

Lockett Ranches Fire District Board Meetings are public and held virtually via the *Go To Meeting* online meeting platform. Members of the public wishing to attend these meetings can send an email to contact@lockett ranches.com and information about how to attend will be provided.

Fire Board Members:

<u>P</u>	<u>A</u>	
X		John Noll - Chairperson
X		Phil Hagen – member
X		Jim Schmelzle – member
X		David Weeks – clerk
	A	David Mowen – member

1. **Member Roll Call / Quorum Established / Call Meeting To Order**

Meeting was called to order with a Quorum present @ 4:34pm.

2. **Call to Public** No members of the public were present.

3. **Review Meeting Minutes**

One correction was made to the minutes related to a comment Phil Hagen made: regarding the need to change the meeting time and date on the Fire District website when meetings are rescheduled and a new time has been announced on a revised and posted agenda. Phil Hagen made a motion to accept the minutes as amended; David Weeks seconded that motion and it passed unanimously.

4. **Old Business**

A memo requesting support for an emergency equipment access survey was drafted by the Fire District and sent to the OA Board for their review with a request that it be sent to all owners. The memo was sent by Adam Whitman on 7/21.

A discussion was held by the Board as to how to proceed with the survey. It was decided that Jim Schmelzle will contact the Fire Department and arrange for a drive-around survey to be conducted with Board representatives on LR roads (OA and private) to determine if there are any access issues that could affect emergency response.

For any properties that are identified as having potential access issues, the Fire District will provide those owners with that information and allow them the opportunity to meet with Fire Department personal to discuss potential remedies.

A brief discussion of the 2022-2023 Budget was held. The budget was approved in a previous meeting as long as certain entries (revenues, expenditures and tax rate) did not change more than 20%. That is still the case, although a mistake in the State's budget spreadsheet did change some of the other numbers by more than that amount. The corrected budget workbook will be submitted in the next few days.

The filling of expiring Board seats was discussed. Three people (Jim Schmelzle, Steve Vargas and John Noll) turned in paperwork with the County for the three expiring seats, so that it is anticipated that Board of Supervisors will appoint rather than require an election to fill these seats.

5. New Business

A letter was received from Coconino County Attorney William P. Ring on June 30, 2022 concerning the continued arrangement to have the Coconino County Attorney's office represent the Lockett Ranches Fire District in future legal matters related to Fire District business. The terms and conditions for that representation were spelled out in the letter, which is attached to these minutes for the record.

David Weeks moved to accept the offer of representation as defined in the letter. Jim Schmeltzle seconded that motion and it passed unanimously.

6. Open Forum.

No other issues were brought forward for discussion.

7. Adjournment A motion was made to adjourn, and the meeting ended at 5:01 pm.

8. Next Meeting The next meeting will be August 18, 2022 @ 4:30 pm via the *Go To Meeting* platform.



COCONINO COUNTY ARIZONA
OFFICE OF THE COUNTY ATTORNEY

William P. Ring
County Attorney

Ammon Barker
Chief Deputy County
Attorney

June 29, 2022

Lockett Ranches Fire District
Attn: ~~Chief Gregg Yensan~~
4245 N. In the Pines Trail
Flagstaff, AZ 86001

*JOHN NOLL - Chair person
3645 N. Lost Creek Trail
Flagstaff, Arizona 86001
832-998-1816 (cell)*

Re: Legal Representation for FY , ending June 30, 2023.

Dear Chief Gregg Yensan,

Arizona Law provides that the County Attorney may advise and represent a fire district if, in the County Attorney's judgment, the advice and representation are appropriate and not in conflict with the County Attorney's duties under Ariz.Rev.Stat. § 11-532. A fire district is also authorized to retain private legal counsel. Ariz.Rev.Stat. § 48-805. Our annual review of the Lockett Ranches Fire District file indicates that there is an existing attorney-client relationship with Lockett Ranches Fire District.

The purpose for this letter is to establish the terms and conditions of County Attorney representation of the District. These conditions establish the attorney-client relationship and reflect the ethical obligations that any attorney representing the District owes to the District as a government organization. Please note that this Agreement is intended to establish a limited representation only, and not a general representation for all legal matters. The District must carefully review and consider the various ways in which the County Attorney's representation will be limited, as described in the terms of this letter. The conditions also establish the terms of disengagement and termination of the attorney client relationship if circumstances arise that reasonably require our withdrawal from representation.

It is important to note from the outset that the Fire District Governing Board may employ the attorney of its choice to represent the District, either with or without the consent of the County Attorney. Employment of outside counsel with the County Attorney's prior consent can demonstrate good business judgment by the District so that the continuum of District legal services can be coordinated. Prior consent also avoids the resulting appearance of "piecemeal" representation or instances in which there is uncertainty whether the District is represented or not by legal counsel. If employment is without the consent of the County Attorney, then the County Attorney is not obligated to represent the District with regard to any matter for which other counsel was employed. The County Attorney is not responsible for outside counsel's exercise of professional judgment. Outside counsel's legal fees and costs are a District expense. This letter confirms the conditions of the attorney client relationship.

- You understand that the legal services we provide to you may be limited due to attorney time constraints and the prioritization of statutorily mandated duties, in accordance with A.R.S. §§ 48-805(G) and 48-853(C).
- You understand that the legal services we provide are discretionary and we may decline to provide you legal services on any given matter if we cannot provide competent representation in a timely manner consistent with our ethical obligations. If we cannot provide you legal services on a matter, we will inform you via email after evaluation of the request for legal services. It is the District's responsibility to provide the County Attorney with a current email address, where these declinations may be received in a timely manner.
- The County Attorney shall not provide legal services regarding changes to District boundaries pursuant to A.R.S. § 48-262 due to potential conflicts of interest with the County Board of Supervisors. The District must hire outside counsel for legal representation regarding any potential boundary changes.
- We shall respond to your request for service with reasonable diligence and promptness.
- We shall consider requests for service from your Governing Board when acting as the District Board, or from your chief administrator only. If the governing board intends to empower other individuals within the organization to request our services, then the District Board must first pass a resolution to that effect, provide us with the resolution, and inform us of the person(s) authorized to make such requests for legal services on behalf of the District.
- Our client is the District itself, acting by and through the District Board. We do not and will not represent individual Board members when acting in their personal or individually elected capacities, and we do not render advice that is unrelated to the legal business of the District. Further, we do not and will not represent any other entity, partnership, auxiliary, organization, committee, or other association that is not directly created by, and constitutes a part of, the District itself, even if such other entity may be affiliated with, and/or even overseen by, the District.
- We shall keep all communications with the District confidential. Our communications are limited to those individual(s) the District Board specifically designates in advance as the point of contact for the Organization.
- We shall abide by the District Board's decisions concerning the objectives of representation and we shall consult with you regarding the means by which the objectives are pursued. Our representation does not constitute an endorsement of the District Board's political, economic, social or moral views and activities. However, we also reserve the right to withdraw from representation if the objectives of representation are contrary to law or, in our view, good policy.
- In the event we become informed of the potential for a conflict of interest, we shall bring the matter to your attention. The circumstance may require our withdrawal from representation. Specifically, our representation of the County Board of Supervisors and the elected County Officers must take priority over our representation of the District. If presented with an inquiry that presents such a conflict, we shall decline representation for that matter and the District must seek outside counsel.
- We will not be able to represent the District in any protracted litigation.
- You shall cooperate with the Coconino County Attorney's Office in the coordination of services provided by the representation. This includes, but is not limited to, providing all

relevant information in a timely manner that relates to the matter or issue at hand, and promptness in responding to communications from our Office.

- The District is obligated to pay the County for provision of legal services whenever the District is billed for the same. The attorney providing legal services will advise the District in writing before beginning work when the District will be billed for particular legal services. Where you have been advised that the District will be billed for a particular legal service and/or representation on a matter, billing for services shall occur quarterly, and payment shall be due forty-five (45) days after the date the invoice was produced.
- We reserve the right to terminate and withdraw from representation in all situations where allowed by law. Such circumstances include, but are not limited to, your failure to pay invoices within forty-five (45) days of the due date; your failure to substantially fulfill an obligation to one of our attorneys regarding the attorneys' services after being given reasonable warning that the attorney will withdraw unless your obligation is fulfilled; the District's desire to pursue an objective that, in our view, is neither good law nor good policy; or other circumstances that arise and that, in our sole discretion, constitute sufficient grounds for termination.

These revised terms and conditions of engagement are effective upon passage of a Board Resolution approving this representation and your authorized agent's signature below. This engagement expires June 30, 2022. The terms and conditions of re-engagement shall be annually re-evaluated prior to the expiration date. We shall disengage services on June 30, 2022 unless we consent to continuing representation and a Board Resolution re-engaging services is approved by your Board of Directors and delivered to our Office with a signed original re-engagement letter.

If the District agrees to representation by the Coconino County Attorney's Office, the authorized agent should sign below, attach a Board Resolution approving this representation, and return the letter to me.

Sincerely,
William P. Ring
COCONINO COUNTY ATTORNEY



DATED this 30 day of June, 2022.



Lockett Ranches Fire District
JOHN NOLL - chairperson
Please Attach Board Resolution