

**ROUND MOUNTAIN WATER AND SANITATION DISTRICT
RESOLUTION NUMBER 2020-14**

**A RESOLUTION OBTAINING LEGAL SERVICES AND OVERSIGHT FOR
THE ROUND MOUNTAIN WATER AND SANITATION DISTRICT'S
WASTEWATER TREATMENT PLANT PROJECT**

WHEREAS, the Board of Directors of the Round Mountain Water and Sanitation District believe it is the District's best interest to obtain and retain legal services to oversee the District's new Wastewater Treatment Plant Project, and

WHEREAS, the District's lending agency, USDA-Rural Development, requires the District to execute a legal services agreement with an attorney as a condition of the loan agreement, and

WHEREAS, the Board of Directors has requested attorney Jeff Parker with Hoffman, Parker, Wilson & Carberry, P.C. to represent and legally oversee the District's Wastewater Treatment Plant Special Project, and

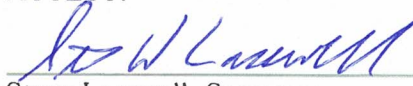
WHEREAS, Jeff Parker has agreed to legally oversee the District's Special Project subject to the requirements and limitations as set forth in the attached Special Project Contract for Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE ROUND MOUNTAIN WATER AND SANITATION DISTRICT, COLORADO
THAT:**


The Board of Directors approve and accept the Special Project Contract for Services and retain Jeff Parker as the District's Wastewater Treatment Plant Special Project general legal counsel attorney.

ADOPTED, this 7th day of May 2020.

ATTEST:



Steve Lasswell, Secretary



Charles Bogle, Chairman



CONTRACT FOR LEGAL SERVICES
Special Project – Wastewater Treatment Facility

THIS CONTRACT FOR LEGAL SERVICES is made effective _____, 2020, by and between Hoffmann, Parker, Wilson & Carberry, P.C., (hereinafter called "Attorney"), and the Round Mountain Water and Sanitation District, a Colorado special district (hereinafter called the "District").

RECITALS:

WHEREAS, the District desires to contract for legal services related to the organization, financing, construction and initial operation of a wastewater treatment facility ("Special Project");

WHEREAS, Hoffmann, Parker, Wilson & Carberry, P.C., are attorneys who serve as general counsel for the District and who are willing to provide specific services related to the Special Project; and

WHEREAS, the Parties desire to enter into this Contract for Legal Services for services related to the Special Project.

TERMS

1. Attorney shall furnish legal services required by the District for the Special Project as set forth herein, which may include the following:

a. Furnish legal advice to the District in connection with: (i) the notice for and conduct of meetings; (ii) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (iii) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through Rural Development, U. S. Department of Agriculture; (iv) entering into construction contracts; (v) preparation and adoption of Rules and Regulations and rate schedules; (vi) such other action as may be necessary in connection with the financing, construction, and initial operation of the system.

b. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

c. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for the Special Project and other facilities necessary to the system and to provide continuous rights-of-way therefore; rendering title opinions with reference thereto.

d. Obtain necessary permits and certificates from county and municipal bodies, State regulatory agencies, and from other public and private sources with respect to the approval of the Special Project, the construction and operation thereof, pipeline crossings, and the like.

e. Cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The Attorney shall not be responsible for

the preparation and approval of those documents pertaining to the issuance of the financing obligations.

Notwithstanding the above-referenced matters, Attorney shall not provide services that require specialized legal expertise, such as water law and bond law, related to the Special Project. The following services shall not be performed by the Attorney: abstracting and record search for easements, recording services and fees, condemnation proceedings, litigation, attachment proceedings, detachment proceedings, water, environmental, and bond counsel legal services. Attorney shall not be responsible for any fees and expenses related to such services.

2. Attorney will supply secretarial and other support staff services necessary to render the services required by this Contract.

3. Attorney will supply office furniture, law books, fixtures, and telephone service necessary to render the services to the District required by this Contract. Items purchased or furnished for Attorney's use by the District will remain the property of the District at the end of Attorney's tenure as Attorney to the District.

4. Attorney shall maintain professional liability insurance in an amount no less than one million dollars (\$1,000,000.00).

5. Attorney is acting as an independent contractor; therefore, the District will not be responsible for taxes, health or life insurance, or vacation or sick time. The position contracted for herein shall not be a full-time position.

6. The District shall pay for the services provided at a rate of two hundred and fifty dollars (\$250.00) per hour for licensed attorney services and ninety-five dollars (\$95.00) per hour for paralegal services payable monthly following submission of itemized statements to the District, which figures shall be subject to review by the parties as necessary to address the legal services provided to the District. The Attorney fees for services under this Contract shall not exceed \$25,000, provided that Attorney shall not be required to perform additional services until this Contract is amended to reflect a mutually agreed-upon increase in the maximum compensation.

7. The District shall reimburse Attorney for filing fees, bonds, witness fees, deposition costs, messenger services, long distance telephone charges, reproduction costs, postage, computer research costs, and similar expenses incurred by Attorney on behalf of the District. Such charges and costs shall be separately itemized on billing statements. Such charges are not subject to the maximum compensation in paragraph 6 above.

8. While representing the District, Attorney will assert the District's position vigorously and efficiently. However, the District understands that in representing any client in a contested matter, Attorney cannot promise or guarantee the ultimate success of the client's position.

9. This Contract shall not amend any provisions or terms of the Contract for Legal Services dated April 2, 2020, concerning general counsel legal services unrelated to the Special Project.

10. This Contract shall become effective upon mutual execution as of the date first set forth above and shall continue until the Attorney has completed its services related to the Special

Project. This Contract may be terminated at any time at the pleasure of either party, provided, however, that Attorney shall endeavor to give the District at least thirty (30) days prior written notice of termination.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**ROUND MOUNTAIN WATER AND
SANITATION DISTRICT**

By: Charles Egle

ATTEST:

He W Lamont

**HOFFMANN, PARKER, WILSON
& CARBERRY, P.C.**

By: Jeff Parker
Jefferson H. Parker