

**ROUND MOUNTAIN WATER AND SANITATION DISTRICT  
RESOLUTION NUMBER 2020-13**

**A RESOLUTION OBTAINING LEGAL COUNSEL AND REPRESENTATION  
FOR ROUND MOUNTAIN WATER AND SANITATION DISTRICT**

**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 general legal counsel and representation, and

**WHEREAS**, the Board of Directors has requested attorney Jeff Parker with Hoffman, Parker, Wilson & Carberry, P.C. to represent, advise and defend the District, and


**WHEREAS**, Jeff Parker has agreed to legally represent the District subject to the requirements and limitations as set forth in the attached Contract for Services.

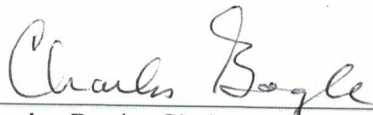
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE ROUND MOUNTAIN WATER AND SANITATION DISTRICT, COLORADO  
THAT:**

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

ADOPTED, this 7<sup>th</sup> day of May 2020.

ATTEST:

  
Steve Lasswell, Secretary

  
Charles Bogle, Chairman



## CONTRACT FOR LEGAL SERVICES

THIS CONTRACT FOR LEGAL SERVICES is made effective April 2, 2020, by and between Hoffmann, Parker, Wilson & Carberry, P.C., Attorneys at Law (hereinafter called "Attorney"), and the Round Mountain Water and Sanitation District, Colorado (hereinafter called the "District").

### RECITALS:

WHEREAS, the District is desirous of contracting for its general counsel legal services; and

WHEREAS, Hoffmann, Parker, Wilson & Carberry, P.C., are attorneys authorized to practice law in the State of Colorado.

### AGREEMENT

1. Attorney shall furnish all legal services required by the District except those that may require specialized legal work, such as water law and bond law, or outside counsel, in cases of conflict. Attorney will be responsible for legal liaison and coordinating duties with respect to legal specialists as authorized or required by the District.

2. Attorney will supply secretarial and other support staff services necessary to render the services the District requires 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. Law books and/or other 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 F.I.C.A. taxes, health or life insurance, or vacation or sick time. The position contracted for herein shall not be a full-time position.

6. Attorney agrees to:

- a. As directed and subject to scheduling availability, attend meetings of the District's Board of Directors.
- b. As directed and subject to scheduling availability, attend meetings and conferences with District staff and officers.
- c. Perform all duties required by the rules and regulations of the District and by state and federal law.

- d. Provide timely attention to and advice with regard to compliance with all applicable law.
- e. As directed, represent the District in its legal dealings with others.
- f. As directed, represent the District in litigation in which it may be involved.

7. 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.

8. 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.

9. 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.

10. This Agreement shall become effective upon mutual execution as of the date first set forth above and shall continue for an indefinite term. This Agreement 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 Beagle

ATTEST:

St. W. Lowmell

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

By: Jeff Parker  
Jefferson H. Parker