

11/21/02 THE 11:55 AM 558 0877 EINHORN LAW OFFICE 002

**INDIAN VALLEY COMMUNITY SERVICES DISTRICT**

RESOLUTION NO. 0802

**UNITED STATES DEPARTMENT OF AGRICULTURE**

Farmers Home Administration

**LEGAL SERVICES AGREEMENT**

This agreement made this 13<sup>th</sup> day of November 2002, between Indian Valley Community Services District, hereinafter referred to as "Owners," and Gregory P. Einhorn, attorney at law, hereinafter referred to as "Attorney".

WHEREAS, Owners are intending to purchase Bidwell Water Company, a private water company, which serves the town of Greenville, in Plumas County, California, and

WHEREAS, the Attorney agrees to perform all customary legal services as requested by the Owners in association with the financing, construction and initial operation of the Bidwell Water System.

**WITNESSETH:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A – LEGAL SERVICES**

That the Attorney will perform such services as necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Provide assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body in connection with; (a) the preparation and enactment of such resolutions as may be necessary in connection with the acquisition and initial operation of the system; (b) the preparation of such affidavits, notices, reports, certifications, and other instruments and advice as may be needed in entering into construction contracts; (c) preparation and adoption of rate schedules; (d) such other action as may be necessary in connection with the acquisition, and initial operation of the system.
3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water

supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefore; rendering title opinions with reference thereto; and providing for the recordation thereof.

- 5. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

**SECTION B - COMPENSATION**

- 6. Owners will pay to the Attorney for professional services rendered in accordance herewith, fee as follows: \$110/hour. Said fees to be payable in the following manner and at the following times: month, following billings from attorney.

**SECTION C - PROVISIONS**

- 1. That Owner shall by appropriate resolution adopt and ratify this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
- 2. That should the Owner fail to refuse to adopt and ratify this Agreement by appropriate resolution within 30 day from the date of the commencement to its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of off fees billed to that point, which sum represents payment in full for all legal services rendered to Owners under the terms of this Agreement to the date of said termination.

Attorney: \_\_\_\_\_

Owners: Donald Williams

Nancy Lund

Jan B. Peter

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