

ST. JOHNS COUNTY, FLORIDA
RESOLUTION NO. 88-214

WHEREAS, St. Johns County intends to construct a mainland water supply system as described in its 1988 application to Farmers Home Administration For Federal Assistance; and

WHEREAS, the Farmers Home Administration requires that a contract be entered between an attorney and the County for legal services concerning the organization, financing, construction and initial operation of this portion of the County water supply system; said agreement to include the fees of bond counsel; and

WHEREAS, the legal services agreement attached hereto provides that the fee is determined pursuant to FmHA legal fee guidelines for local counsel and bond counsel for FmHA loans and includes the additional fee of bond counsel for the interim non FmHA financing that will be required for the project,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that its Chairman is hereby authorized and instructed to sign the attached FmHA form 1942-A - LEGAL SERVICES AGREEMENT - between County and James G. Sisco for legal services concerning the organization, financing, construction, retaining of bond counsel, and the initial operation of the above described County mainland water supply system.

This Resolution adopted this 9th day of August, 1988.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY Lawrence O. Hartley
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: James M. McQuinn
Deputy Clerk

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 9th day of August,
19 88 between St. Johns County, by and through its Board
of County Commissioners,
(sponsors) (organizing committee) (Name of organization)
hereinafter referred to as "Owners," and James G. Sisco,
attorney at law, of St. Augustine, Florida, hereinafter referred
to as "Attorney":

WHEREAS, Owners are intending to form ~~(have formed)~~ construct
~~("public water supply~~
a mainland water supply system through the issuance of water
~~district," "public service district," "not for profit corporation," or~~
revenue bonds in the projected amount of \$5,254,000.
~~other official designation)~~ ~~("body politic," "municipal~~
~~corporation," "nonprofit corporation," or other organization)~~
in St. Johns County Florida,
under the provisions of Florida law, including Florida Statute
(Cite statute(s) under which applicant will be
Chapters 125 and 159 _____; and
organized)

WHEREAS, the Attorney agrees to perform all legal services necessary
to organize and incorporate said (not applicable)
_____ under the provisions of

said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of a water supply 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 are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. ~~Preparation and filing of petition for incorporation and~~ supervision and assistance in the taking of such ~~other~~ actions as may be necessary or incidental to cause the Owners to ~~become~~ duly organized and incorporated and to be authorized to undertake the proposed system.
2. Furnish advice and assistance to the governing body of the duly incorporated association in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) 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 the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. 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 therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.
6. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.
7. 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.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The attorney shall pay all bond counsel in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B - COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as ~~follows~~; determined pursuant to FmHA legal fee guidelines for local counsel and bond counsel for public body bond issues plus an additional fee for bond counsel in the amount of \$7,000* for the interim financing note; for a loan of \$5,254,000 the fee would be \$35,500 + \$7,000 = \$42,500; which fee would include bond counsel fees for the bond and for the interim note. Said fees to be payable in the following manner and at the following times:
 - A. \$7,000* plus one half of the balance of the fee shall be paid by Owner to attorney at the closing of the interim financing.
 - B. The remainder of said fee will be paid by Owner to attorney at the bond closing.

* To be increased or decreased by \$1.00/Thousand that the loan is increased or decreased from \$5,254,000.

C. Owner shall also pay the costs and out of pocket expenses of bond counsel and of local counsel.

SECTION C - OTHER PROVISIONS

The Owner

1. ~~That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.~~
2. ~~That upon organization and incorporation should the association fail or refuse to adopt and ratify this Agreement by appropriate resolution within _____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$ _____, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.~~

Board of County Commissioners
of St. Johns County, Florida

BY Lawrence O. Hartley
Its Chairman, Owner

Attorney:

James G. Sisco
James G. Sisco
Owners:

