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BoD

Special District Management
Land Development Consultation
Management Assessments

December 10, 2010

President Norman A. Sheldon and the Board of Directors
Parker Jordan Metropolitan District
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111

Subject: Management Services Agreement

Dear Board of Directors:

We are pleased to have this opportunity to reconfirm the terms of our management services agreement with the Parker Jordan Metropolitan District. The purpose of this letter is to outline the terms of our engagement and the nature and extent of services provided. All persons performing under this agreement are employees of R. S. Wells L.L.C., and shall be independent contractors. Employee compensation insurance, business liability insurance and all other insurance coverages and employee benefits will be provided by R. S. Wells L.L.C. and such expenses shall be part of the hourly fee included in the rate structure. Please note that R.S. Wells L.L.C. is a wholly-owned subsidiary of Clifton Gunderson L.L.P.

Qualifications:

You will not find a management firm with greater qualifications. R. S. Wells L.L.C. has been in the business of professionally managing special districts for over 25 years. We manage over 120 districts and continue to serve several of our original clients. Our unique business model allows us to provide a much more qualified management staff while keeping our billing rates lower than our competitors' rates. Please review our brochure and/or our web site (www.rswellslc.com) and compare the education and experience of our managers. You should also ask prospective management companies how many districts are managed by the firm and how many managers are employed by the firm. You will find that we maintain a greater number of qualified managers to ensure that each of our clients receive the time and attention they require.

District Management Services

The following are representative services which are provided by R. S. Wells L.L.C. at the direction of the Board of Directors:

1. Coordination of all regular and special Board meetings to include:

*8390 East Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111*

tel: 303.779.4525
fax: 303.773.2050

www.rswellslc.com

- a. Preparation and distribution of the agenda and information packets.
 - b. Preparation and, following review by District counsel, distribution of meeting minutes.
 - c. Attendance at Board meetings.
 - d. Preparation, filing and posting of legal notices required in conjunction with the meeting.
 - e. Other details incidental to meeting preparation and follow-up.
 - f. Maintain lists of persons and organizations for correspondence.
2. Repository of District's official records.
 3. 24/7 answering and paging services.
 4. Budget preparation, including preparation of proposed budget, preparation of required and necessary publications, legal notices, resolutions, certifications, notifications, and correspondence associated with the adoption of the annual budget.
 5. Monthly review of all claims and preparation of checks and coordination of bookkeeping entries with the District's accounting firm.
 6. Insurance administration, including evaluating risks, comparing coverages, processing claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence, etc. Ensure that all District contractors and subcontractors maintain required coverages for the District's benefit.
 7. Bidding, contract and construction administration, and supervision of contractors.
 8. Responses to routine inquiries, questions and requests for information from District property owners, residents and others.
 9. Provide liaison and coordination with other governments and agencies.
 10. Confer with and coordinate legal, accounting, engineering, auditing, and other professional services to the District by those professionals and consultants retained by the Board.
 11. Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District.
 12. Periodic preparation of and coordination with the District's accounting firm and auditor of all financial report preparation and review of financial reports including the annual audit.
 13. Analysis of financial condition in coordination with the District's accounting firm and alternative financial approaches.
 14. Oversee investment of District funds based on investment policies established by the Board, but in any case, in accordance with state law.
 15. Represent District with other entities and bodies as requested by the Board of Directors.
 16. Provide coordination and administration for the continuing revision of the District's Rules and Regulations, if any.

17. The District Manager shall cause to be deposited all funds collected in accounts established by the District. Funds on bank deposit, or as managed by other district accountants, shall be held in trust for the District.
18. Election administration in coordination with the District's legal counsel, preparation of election materials, publications, legal notices, pleadings, conducting training sessions for election judges, and general assistance in conducting the election.
19. Analysis of financial condition and alternative financial approaches (other than periodic accounting information) and coordination of bond issue preparation.
20. Application and administration of grants and other funds as directed.
21. Framed Aerial Photographic Mapping of your District.
22. Videotaping or other imaging of problems or conditions that the District desires for purposes of providing a permanent record or presentation.
23. Perform all operations for billing of fees and charges to be collected by District and maintain a system for recording all such fees and charges, if any.
24. Establish and maintain an inventory management system for the District.
25. Other services not identified herein with respect to the operation and management of the District as requested by the Board of Directors.

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved. The District Manager may, with the prior approval of the Board, provide professional services and operation and maintenance services to the District in lieu of retaining consultants or contractors to provide those services.

Fees and Expenses:

R. S. Wells L.L.C. provides management services on a time and expense basis. We have a wide range of staffing levels, allowing us to assign tasks to the most appropriate personnel, in order to utilize specific areas of expertise and control costs. Fees for our services will be billed at our standard billing rates indicated below which may be modified annually:

Principals/Managers	\$ 115.00 - \$235.00/hour
Associates	\$ 105.00 - \$125.00/hour
Administrative Support	\$ 73.00 - \$ 97.00/hour

Billing:

Invoices are normally submitted by the 10th of each month for the previous month's services and are itemized by: (1) date of service; (2) description of service performed; (3) individual

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performing the service; and (4) time spent. Incidental expenses such as maps and aerial photos, copier, emails, courier/delivery services, conference calls, printing, publications and other out-of-pocket expenses are billed at cost and itemized on invoices. Invoices are submitted to the client monthly, are subject to review by the client and payment is expected within 30 days unless previous agreement has been reached. Costs associated with election related services will be itemized separately from general management services.

Termination:

See Rider A.

Addendum:

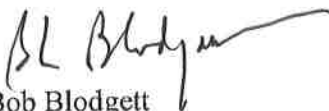
See Addendum Regarding Employment or Contracting With Illegal Aliens.

Acceptance:


If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us. Execution by R. S. Wells L.L.C. and the District below shall constitute acceptance of the terms and conditions of this engagement and a contract between the parties.

We very much appreciate the opportunity to continue to serve you.

Sincerely yours,


Bob Blodgett
Principal

Accepted and signed this date:



President
Parker Jordan Metropolitan District

12-16-2010
Date

**ADDENDUM TO MANAGEMENT SERVICES AGREEMENT
BETWEEN PARKER JORDAN METROPOLITAN DISTRICT
AND R.S. WELLS L.L.C. FOR 2011**

1. **Conflicts.** In case of conflicts between the provisions of Management Services Agreement between Parker Jordan Metropolitan District (the "District") and R.S. Wells L.L.C. dated December 16, 2010 (the "Agreement") and this Addendum, the provisions of this Addendum shall control.

2. **Added Provision.** Section 3 – Illegal Aliens of this Addendum shall be included in the Agreement.

3. **Illegal Aliens.**

A. Employment or Contracting with Illegal Aliens. R.S. Wells L.L.C. certifies that as of the date of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement, or will enter into a contract with a subcontractor that fails to certify to R.S. Wells L.L.C. that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under the Agreement.

B. Verification regarding Illegal Aliens. R.S. Wells L.L.C. certifies that it has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under the Agreement, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102(5)(c), C.R.S. (collectively referred to as "Verification Programs").

C. Limitation Regarding Verification Programs. R.S. Wells L.L.C. agrees that it will not use the Verification Programs to undertake pre-employment screening of job applicants while performing services under the Agreement.

D. Duty to Terminate Subcontractor: If R.S. Wells L.L.C. obtains actual knowledge that a subcontractor performing work pursuant to the Agreement knowingly employs or contracts with an illegal alien, R.S. Wells L.L.C. shall:

(i) notify the subcontractor and the District within three (3) days that R.S. Wells L.L.C. has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. § 8-17.5-102(2)(b)(III)(A) that R.S. Wells L.L.C. has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

R.S. Wells L.L.C. shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Damages for Breach of Agreement. In addition to any other legal or equitable remedy to which the District may be entitled for a breach of the Agreement, if the District terminates the Agreement, in whole or in part, due to R.S. Wells L.L.C.'s breach of any requirements of C.R.S. § 8-17.5-101, *et seq.*, R.S. Wells L.L.C. shall be liable for actual and consequential damages to the District.

F. Duty to Comply with Investigation. R.S. Wells L.L.C. shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

G. Notification. The District shall notify the Office of the Colorado Secretary of State if R.S. Wells L.L.C. violates a provision of C.R.S. § 8-17.5-102(2), and the District terminates the Agreement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.

H. Participation in Employment Verification Program. If R.S. Wells L.L.C. participates in the Employment Verification Program it shall notify the District of its participation and shall comply with the requirements of C.R.S. § 8-17.5-102(5)(c).

R.S. WELLS L.L.C.

By:  Date: 12-17-10

PARKER JORDAN METROPOLITAN DISTRICT,
A quasi-municipal corporation and political
Subdivision of the State of Colorado

By:  Date: 12-16-2010
Norman Sheldon, President

TERM; TERMINATION (RIDER A)

R.S. Wells L.L.C. shall render Services to the District from the effective date of this letter through December 31, 2011, except as provided immediately below.

(a) *Renewal.* The District, in its sole discretion, may extend the term of this letter by providing written notice to R.S. Wells L.L.C., which such notice may contain the term for the extension, and, in the event no additional term is specified, such extension shall be on a month-to-month basis. Should R.S. Wells L.L.C. accept any such extension, it shall be treated as an amendment to this letter.

(b) *Appropriation of sufficient sums for services.* R.S. Wells L.L.C. expressly understands and agrees that the District's obligations under the terms of this letter shall extend only to monies appropriated for the purposes of such services by the Board of Directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this letter shall be construed to pledge or to create a lien on any class or source of District funds, nor shall any provision of this letter restrict the future issuance of bonds or obligations payable from any class or source of District funds.

(c) *Termination.* The District or R.S. Wells L.L.C. may terminate this letter at any time for convenience by written notice to the non-terminating party. The termination shall take effect on the date the non-terminating party receives the notice or on the later date specified in the notice (the "Termination Effective Date"). In the event of termination by the District, R.S. Wells L.L.C. shall, except as may be specified in the notice, stop performing the Services on the Termination Effective Date and, in an orderly and economical manner, cancel all commitments which the R.S. Wells L.L.C. has made to enable it to perform the Services. The District shall be liable to pay R.S. Wells L.L.C. only for the Services actually performed, and expenses properly incurred and approved by the District as provided immediately below, prior to the Termination Effective Date. R.S. Wells L.L.C. shall have no further or other claim against the District for damages or any other right of action because of such termination.