

NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 16-2013

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH
BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON,
APPROVING AGREEMENT FOR LEGAL SERVICES

WHEREAS, The North Beach Water District's Board of Commissioners desires to retain legal counsel to represent the District in legal matters; now, therefore

BE IT RESOLVED by the Board of Commissioners of North Beach Water District, Pacific County, to approve the Agreement for Legal Services between the District and Inslee, Best, Doezie & Ryder, P.S. attached hereto and incorporated herein as exhibit A and authorizes the Board President to sign said Agreement on behalf of the Board of Commissioners.

ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington at its regular meeting held on the 22nd day of July, 2013.



Brian Sheldon, Commissioner
Position #1



Gwen Brake, Commissioner
Position #2



RD Williams, Commissioner
Position #3



Exhibit A

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made as of this 1st day of August, 2013, between NORTH BEACH WATER DISTRICT ("District") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

II. SERVICES PROVIDED

The Firm shall perform legal services on a continuing basis as general legal counsel on matters and litigation assigned by the Board of Commissioners or the Manager. Rod Kaseguma, or an attorney of the Firm approved by the Manager, will serve as the lead legal counsel and will direct the services of the Firm consistent with this Agreement.

III. QUALITY OF SERVICES

The Firm shall use its best efforts to perform the District's legal services promptly, efficiently and effectively, according to the rules of professional conduct of the Washington State Bar Association.

IV. DESCRIPTION OF SERVICES

At the request of the Board of Commissioners or the Manager, the Firm shall perform legal services for the District, including but not limited to the following:

- (1) Review or draft District agreements, resolutions, real property documents and other legal documents;
- (2) Represent the District in lawsuits and contested administrative proceedings commenced by or against the District;
- (3) Consult with and advise the Manager, Commissioners, employees and consultants regarding District legal matters;
- (4) Attend Board meetings and work sessions; and
- (5) Perform such other duties and services as are necessary and appropriate in order to provide the District with legal representation.

V. FEES AND COSTS

The District shall pay for legal services at the hourly rates set forth on Exhibit A to this Agreement. The District shall reimburse the Firm for all out-of-pocket expenses incurred on the District's behalf, including but not limited to court fees, witness fees, deposition costs, special mailing or courier fees, copying costs, long distance telephone charges, travel expenses, computerized legal research and other charges that the Firm advances on the

District's behalf. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the District for payment.

The Firm will not charge the District for travel time or mileage costs incurred for trips to and from the District. Travel time and mileage costs for trips to locations other than the District will be reimbursed at the hourly rates for the attorneys.

VI. PAYMENT TERMS; TIME RECORDS

The Firm will bill the District monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the District upon billing by the Firm. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VII. TERM

This Agreement shall be in effect from January 1, 2013 through December 31, 2014; provided, that the hourly rates from January 1, 2013 to July 31, 2013 shall be as set forth in the letter agreement between the District and the Firm dated December 22, 2010; and provided further, that the District may terminate the Firm's services at any time by delivery of written notice to the Firm. The Firm shall have the right to withdraw for any reason in accordance with the rules of professional conduct of the Washington State Bar Association.

VIII. INSURANCE

The Firm shall maintain for the protection of the District a professional errors and omissions insurance policy with minimum coverage of four million dollars (\$4,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.

NORTH BEACH WATER DISTRICT

By _____
President, Board of Commissioners

INSLEE, BEST, DOEZIE & RYDER, PS


By 
Rod P. Kaseguma, Shareholder

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, PS
2013 Attorney Billing Rates

Municipal Partners	RATES
Kaseguma, Rod P.	\$260
Milne, John W.	\$260
Linton, William A.	\$260
Weber, Katherine F.	\$245
Reitan, Dawn F.	\$245
Larson, Rosemary A.	\$245
Frimodt, Eric C.	\$245
Other municipal group partners (if added)	\$245
Associates, paralegals and law clerks	Regular firm rates or special municipal rates if applicable, adjusted annually
Other firm partners	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually