

Skyline Tower  
Suite 1500  
10900 NE 4th Street  
Bellevue, WA 98004

Rod P. Kaseguma  
Attorney at Law  
Dir: 425.450.4241  
rkaseguma@insleebest.com

November 27, 2015

Board of Commissioners  
North Beach Water District  
P.O. Box 618  
Ocean Park, WA 98640

Re: Legal Services--Rates for 2016 and 2017

Dear Commissioners:

Thank you very much for the opportunity to serve the District over the past several years. We truly value of relationship, and look forward to serving the District in the future.

Our current legal services agreement with the District was entered into on August 1, 2013. Since that date, the hourly rates have not been changed, even though the Consumer Price Index and our cost of doing business have increased. We propose to increase the hourly rates for Municipal Group partners by \$30.00, to bring them into line with the hourly rates for our other district clients. We also propose to maintain those hourly rates in 2017.

Again, we appreciate serving the District. If enclosed agreement (identical to the current agreement, with the exception of hourly rates) meets with your approval, please pass a motion approving it and authorizing the Board President to sign it. Also, please insert the date in the first section of the agreement, and send us a signed copy for our records.

Very truly yours,

Rod P. Kaseguma

Enclosure

Attorneys at Law

Richard A. Bersin  
Kay L. Brossard  
Don E. Dascenzo  
Eric C. Frimodt  
Henry R. Hanssen, Jr.  
J. Todd Henry  
Anneliese E. Johnson  
Chris M. Kang  
Rod P. Kaseguma  
Rosemary A. Larson  
David J. Lawyer  
Mark S. Leen  
William A. Linton  
Dan S. Lossing  
James K. McBain  
John W. Milne  
Christopher W. Pirnke  
Dawn F. Reitan  
Milan Gail Ryder  
Daniel N. Shin  
Andrew L. Symons  
Gregory L. Ursich  
Katherine F. Weber  
Barbara A. West  
Brett N. Wiese  
Kinnon W. Williams

## **AGREEMENT FOR LEGAL SERVICES**

### **I. PARTIES**

This Agreement is made as of this \_\_\_\_ day of December, 2015, 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 General Manager. Rod Kaseguma, or an attorney of the Firm approved by the General 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 General 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 General 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, 2016 through December 31, 2017. 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**  
*2016 and 2017 Attorney Billing Rates*

<b>Municipal Partners</b>	<b>RATES</b>
Rod P. Kaseguma	\$290
John W. Milne	\$290
William A. Linton	\$290
Katherine F. Weber	\$290
Kinnon W. Williams	\$290
Rosemary A. Larson	\$275
Dawn F. Reitan	\$275
Eric C. Frimodt	\$275
Other municipal group partners (if added)	\$275
<b>Associates, paralegals and law clerks</b>	Regular firm rates or special municipal rates if applicable, adjusted annually
<b>Other firm partners</b>	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually