

NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON

RESOLUTION NO. 22-2017


A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON, APPROVING AN AGREEMENT FOR LEGAL SERVICES FOR 2018 AND 2019 WITH INSLEE, BEST, DOEZIE & RYDER, P.S.

WHEREAS, on December 11, 2017 the District received notification from Rod Kaseguma of Inslee, Best, Doezie & Ryder P.S. that the District's current legal services agreement is due to expire on December 31, 2017; and


WHEREAS, Rod Kaseguma offered a legal services agreement by and between North Beach Water District and Inslee, Best, Doezie & Ryder, P.S. effective January 1, 2018 through December 31, 2019;

NOW, THEREFORE, NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS DOES HEREBY RESOLVE, to approve the Agreement for Legal Services by and between Inslee, Best, Doezie & Ryder, P.S. and North Beach Water District, attached hereto and incorporated herein as Exhibit A.

ADOPTED by the Board of Commissioners on North Beach Water District, Pacific County, Washington at its special meeting held on the 18th day of December, 2017.



Brian Sheldon, Commissioner
Position #1



Glenn Ripley, Commissioner
Position #3



Gwen Brake, Commissioner
Position #2



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

EXHIBIT "A"

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

December 8, 2017

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

Re: Legal Services—Agreement for 2018 and 2019

Dear Commissioners:

Thank you very much for the opportunity to serve the District as general legal counsel. Working with you and District staff for many years has been a pleasure and an honor.

Our current legal services agreement is effective from January 1, 2016 through December 31, 2017. Our new agreement for January 1, 2018 through December 31, 2019, which is based on the current agreement, is enclosed with this letter.

We have charged the same hourly rates for the past two years. For the next two years, we have increased the hourly rates by \$10.00, \$15.00 or \$25.00, based on experience with districts. As in the past, these new rates will remain in effect for the next two years. In other words, there will be one rate increase in four years.

If the enclosed Agreement meets with your approval, please have the President sign it, insert the date of the Agreement in the first section, and send us a photocopy for our records.

We truly value our relationship with you and the District, and look forward to serving you and District staff in the future.

Very truly yours,

Rod P. Kaseguma

Attorneys at Law
Richard A. Berzin
Kay L. Brossard
Curtis J. Chambers
Don E. Dascenzo
Eric C. Frimodt
Henry R. Hanssen, Jr.
J. Todd Henry
Anneliese E. Johnson
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. Pirako
Dawn F. Reitan
Milan Gail Ryder
Daniel N. Shin
Jacob J. Stillwell
Andrew L. Symons
Gregory L. Ursich
Katherine F. Weber
Barbara A. West
Brett N. Wiese
Kinnon W. Williams

RPK:Ima
Enclosure
cc: Bill Neal

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement is made as of this ____ day of _____, 201_, 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, 2018 through December 31, 2019. 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
2018 and 2019 Attorney Billing Rates

Municipal Partners	RATES
Rod P. Kaseguma	\$315
John W. Milne	\$315
Eric C. Frimodt	\$300
Kinnon W. Williams	\$300
William A. Linton	\$300
Katherine F. Weber	\$300
Rosemary A. Larson	\$290
Dawn F. Reitan	\$290
Other municipal group partners (if added)	Rate determined by experience
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, or special municipal rates, if applicable, adjusted annually