

## **KING COUNTY**

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

# Signature Report

## November 1, 2011

### **FD Resolution**

	Proposed No. FD2011-12.2 Sponsors
1	A RESOLUTION authorizing the chair to enter into an amendment
2	to the agreement for legal services to the King County Ferry
3	District.
4	WHEREAS, in March, 2010, the King County Ferry District ("District") entered
5	into an Agreement for Legal Services with Inslee, Best, Doezie & Ryder, P.S.; and
6	WHEREAS, the District desires to amend the Agreement for Legal Services as so
7	forth in Attachment A to this resolution; now, therefore
8	BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
9	COUNTY FERRY DISTRICT:
10	SECTION 1. The chair of the King County Ferry District is authorized to enter

- into the "2012 Amendment to Agreement for Legal Services," attachment A to this
- 12 resolution.

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FD Resolution was introduced on and passed by the King County Ferry District on 10/31/2011, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.

McDermott

No: 0

Excused: 0

KING COUNTY FERRY DISTRICT KING COUNTY, WASHINGTON

Joe McDermott, Chair

ATTEST:

Anne Noris, Clerk of the District

Attachments: A. 2012 Amendment to Agreement for Legal Services, adopted October 31, 2011

### 2012 AMENDMENT TO AGREEMENT FOR LEGAL SERVICES (Ferry District)

THIS 2012 AMENDMENT amends Sections I.D. and II.A of the Agreement for Legal Services between the King County Ferry District, King County, Washington, a municipal corporation of the State of Washington ("District") and Inslee, Best, Doezie & Ryder, P.S. ("Law Firm"), as previously amended by the Amendment to Agreement for Legal Services, as follows:

1.	Amendment of Section I.D.	Section I.D of the	Agreement is	s further amended
as follows:				

#### I. Legal Services--Term.

- D. This Agreement shall be in full force and effect for a period commencing on April 1, 2010 and ending December 31, 2012, and may be extended one or more times for up to two (2) years by written Amendment.
- 2. <u>Amendment of Section II.A.</u> Section II.A of the Agreement is further amended as follows:

#### II. Services and Fees.

A. The District shall pay the Law Firm, as sole compensation for the services performed under this Agreement, such sums of money as are arrived at by computing the actual number of hours expended in the performance of this Agreement and multiplying such total hours by the hourly rates in Exhibit A attached to the 2012 Amendment to this Agreement. The total amounts paid for compensation shall not exceed annual budget appropriations for the services.

IN WITNESS WHEREOF, the parties hereto have executed this 2012 Amendment on the dates written below:

INSLEE, BEST, DOEZIE & RYDER, P.S. KING COUNTY FERRY 1	DISTRICT
By: By:	
Partner Chair	
Date: Date:	

#### EXHIBIT A

#### LEGAL SERVICES RATES (2012)

- 1. Junior Municipal Group Partners (Partners who have practiced for less than 23 years: currently Rosemary Larson, Dawn Reitan, Kathy Weber and Eric Frimodt) -- \$255.00 per hour.
- 2. Senior Municipal Group Partners (Partners who have practiced for 23 or more years: currently Rod Kaseguma and John Milne) -- \$275.00 per hour.
- 3. Associates and Law Clerks -- Regular Law Firm hourly rates established on January 1 of each year, or special municipal hourly rates if applicable (these rates shall be less than the rates for Municipal Group Partners).
- 4. Non-Municipal Group Partners and Contract Attorneys -- 10 percent less than regular Law Firm hourly rates established on January 1 of each year, or special municipal hourly rates if applicable, rounded to the next lowest \$5.00 increment.
- 5. Paralegals -- \$130.00 per hour.

The District shall be responsible for third party costs (e.g., expert witness fees). Except for unusual cases, the Law Firm will not advance funds to pay third party costs, and invoices for those costs will be forwarded to the District for payment. The Law Firm will bill the District for out-of-pocket expenses incurred on the District's behalf, including but not limited to court fees, deposition costs, photocopying, long distance telephone, special mailing or courier, telecopying, telex, travel expenses and computerized legal research.