



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

November 8, 2011

FCD Resolution

Proposed No. FCD2011-11.2

Sponsors

1 A RESOLUTION authorizing the chair to enter into an amendment
2 to the contract for legal services between the District and Inslee,
3 Best, Doezie & Ryder, P.S.

4 WHEREAS, the King County Flood Control Zone District ("District") entered
5 into an Agreement for Special Counsel Legal Services ("Agreement"); and

6 WHEREAS, the Board desires to establish the 2012 hourly rates for the
7 Agreement; now, therefore

8 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
9 COUNTY FLOOD CONTROL ZONE DISTRICT:

10 SECTION 1. The chair of the King County Flood Control Zone District is

11

12 authorized to enter into the 2012 Amendment to Agreement for Special Counsel Legal
13 Services, Attachment A to this Resolution.
14

FCD Resolution was introduced on and passed by the King County Flood Control District on 11/7/2011, by the following vote:

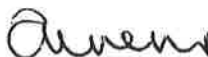
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON



Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the District

Attachments: A. 2012 Amendment to Agreement for Special Counsel Legal Services, adopted November 7, 2011

**2012 AMENDMENT TO
AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES**

THIS 2012 AMENDMENT amends Sections II.A of the Agreement for Special Counsel Legal Services ("Agreement") between the King County Flood Control Zone District, King County, Washington, a municipal corporation of the State of Washington ("District") and Inslee, Best, Doezie & Ryder, P.S. ("Law Firm") as follows:

A. Amendment of Section II.A. Effective January 1, 2012, Section II.A of the Agreement, as amended by the 2010 Amendment, 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 to the 2012 Amendment. 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 FLOOD CONTROL
ZONE DISTRICT

By: _____
Partner

Date: _____

By: _____
Board Chair

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) -- \$245.00 per hour.
2. Senior Municipal Group Partners (Partners who have practiced for 23 or more years: currently Rod Kaseguma and John Milne) -- \$265.00 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 -- \$125.00 per hour.

The hourly rates will be adjusted on January 1, 2013, pursuant to a new or amended Agreement between the District and the Law Firm, to take into account any increases or decreases in the consumer price index and the Law Firm's cost of providing services.

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.