DocuSign Envelope ID: 7FB5E496-C807-4078-992B-7ABA578691CD

King County

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

FCD Resolution

	Proposed No. FCD2020-12.2 Sponsors
1	A RESOLUTION authorizing the chair to enter into an
2	amendment to the Agreement for Special Counsel Legal
3	Services.
4	WHEREAS, the King County Flood Control Zone District has entered into an
5	Agreement for Special Counsel Legal Services with Inslee, Best, Doezie & Ryder, P.S.;
6	and
7	WHEREAS, the District desires to amend the Agreement for Legal Services as set
8	forth in Attachment A to this resolution; now, therefore
9	BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING
10	COUNTY FLOOD CONTROL ZONE DISTRICT:
11	SECTION 1. The chair of the King County Flood Control Zone District is
12	authorized to enter into the "2020 Amendment to Agreement for Special Counsel Legal

FCD Resolution

13 Services," Attachment A to this Resolution.

14

FCD Resolution was introduced on and passed by the King County Flood Control District on 6/10/2020, by the following vote:

Yes: 8 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove and Mr. Zahilay No: 1 - Mr. von Reichbauer

FLOOD CONTROL ZONE DISTRICT KING COUNTY, WASHINGTON

DocuSigned by: Dave Uptligrove

Dave Upthegrove, Chair

ATTEST:

DocuSigned by: Ilani Kedros

Melani Pedroza, Clerk of the Board

Attachments: A. EXHIBIT A 2020 Amendment to Agreement for Special Counsel Legal Services dated June 3, 2020

Dated June 3, 2020

EXHIBIT A 2020 AMENDMENT TO AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES

THIS 2020 AMENDMENT amends Section 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. <u>Amendment to Section I.C.</u> Effective January 1, 2020, Section I.C. of the Agreement, as amended by the 2019 Amendment, is amended as follows:

I. <u>Legal Services</u>.

C. Charlotte Archer will have overall responsibility for the Law Firm under this Agreement.

B. <u>Amendment of Section II.A.</u> Effective January 1, 2020, Section II.A of the Agreement, as amended by the 2019 Amendment, is further amended as follows:

II. <u>Services and Fees.</u>

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 2020 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 2020 Amendment on the dates written below:

INSLEE, BEST, DOEZIE & RYDER, P.S.

DocuSigned by: Charlotte Archer Bv: E1B02048E170422 Partner

Date:

KING COUNTY FLOOD CONTROL		
ZONE DISTRICT		
By:	Dave Upfligrove E76CE01F07B14EF	
Board Chai		
Date:		

Dated June 3, 2020

EXHIBIT A

2020 Legal Services Rates

Municipal Group Partners Charlotte A. Archer, \$320 Kinnon W, Williams, \$335 Kathy F. Weber, \$335 William A. Linton, \$335 Kay L. Brossard, \$325 Dawn F. Reitan, \$325 Rosemary A, Larson, \$325 Eric C. Frimodt, \$325

Other municipal group partners (if added) - Depending on experience, but no more than \$345

Associates and Law Clerks - Regular Firm rates, rounded to next lower \$5 increment, or special lower municipal rates if applicable, but in either case less than the lowest Municipal Group Partner rate

Other firm partners (if services are requested by District) 10% less than regular Firm rates, rounded to next lower \$5 increment, or special lower municipal rates if applicable

Paralegals \$220, or special lower municipal rates if applicable Law Clerks \$245

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