

November 17, 2021

VIA EMAIL ONLY
sajbinfo@gmail.com

Tonilee Hanson, Program Manager
SPOKANE AQUIFER JOINT BOARD
1521 N. Argonne Road, Suite C
PMB 250
Spokane Valley, Washington 99212

Re: Scope and Terms of Representation by Parsons Behle & Latimer

Dear Ms. Hanson:

Thank you for allowing Parsons Behle & Latimer the opportunity to represent Spokane Aquifer Joint Board (the "Board"). It is the policy of the firm to send a letter confirming the firm's engagement. This letter will serve that purpose.

I. Scope of Work.

It is my understanding that we will represent the Board on assigned matters relating to the Spokane Valley Rathdrum Prairie Aquifer. Unless instructed otherwise, we will work directly with you, and will take our instructions from you and the Board on this matter.

II. Agreement as to Fees and Costs.

I will be primarily responsible for this matter, and work will be billed at my reduced billing rate of \$200.00 per hour. Attorney fees will be charged only for legal work that is specifically authorized in advance by the Board. As discussed, no attorney fees will be charged for my consultation with, and review of draft documents produced by, the Board's retained consultant(s) regarding laws and regulations applicable to aggregate quarry permitting, operations, reclamation and land use. It is our policy to use other lawyers and staff members, including paralegals and project assistants, with lower billing rates whenever appropriate in order to provide more efficient and cost-effective services to the client. Our paralegal rates range from \$150 to \$200, and our project assistants bill at \$85 to \$125 per hour. Please be advised that the firm's rates may be increased from time-to-time, and by execution of this engagement letter, you agree to pay the increased rates when they are increased.

No retainer is requested before any work on this matter can be performed. If a retainer is requested, the Board agrees to provide the same in the amount determined at that time. The retainer

may be applied, at our discretion, toward invoices not paid when due. If the retainer is so applied, you agree to replenish the retainer to the agreed upon level upon request. Provided all outstanding invoices have been paid, any unapplied retainer will be returned to you upon completion of this engagement.

Statements for services rendered will be mailed or emailed to you monthly. You agree to carefully read all statements and to promptly notify Parsons Behle & Latimer of any claimed errors or discrepancies in the billings within 15 days from the time the statement is received. In the event you fail to do so it will be presumed that you agree with the correctness, accuracy and fairness of any statement. We expect prompt payment following receipt of each statement. A late charge will be imposed on any billed amounts that remain unpaid after 30 days equal to 1.5% per month. Notwithstanding anything contained in this engagement letter to the contrary, if the rate of interest is deemed to be contrary to applicable laws, then the applicable interest rate shall be the highest rate of interest that may be collected under applicable laws at the time. The firm reserves the right to claim an attorney's lien pursuant to applicable laws.

It is the policy of the firm to bill the client for expenses such as electronic research through Westlaw, our online research vendor, facsimile charges, photocopying, internal document database management, internal messenger service, and other appropriate items which will be identified and charged as they are incurred. Enclosed is a fee schedule setting forth the most commonly billed expenses. These fees may be increased from time-to-time, and by execution of this engagement letter, you agree to pay the increased fees if and when they are increased.

Our firm also bills the client for any payments that may be required to third parties, including but not limited to long distance charges, postage expenses, transportation costs, travel related expenses, filing fees, service of process fees, outside messenger fees, expert witness or consultant fees, outside copy charges, or electronic discovery vendor charges. Unless instructed otherwise, we will utilize our preferred vendor Novitex for electronic discovery. The cost of these expenses will be passed through to the client. By execution of this engagement letter, you agree to pay the actual cost incurred by the firm for these items.

Parsons Behle & Latimer will not perform new work for any client who has an account receivable of 90 days or older. Further, Parsons Behle & Latimer reserves the right to terminate the attorney client relationship for any reasons deemed appropriate under the governing rules of civility and/or professional conduct applicable to the Engagement and any litigation thereunder.

III. Conflicts of Interest.

A review of our records indicates that we have no current conflict of interest associated with undertaking this representation. If we determine in the future that any conflict of interest exists, it may preclude our further representation. Obviously, we will do whatever we can in that event to assist you in obtaining new counsel. Similarly, if in the future you become aware of any facts that suggest a conflict of interest exists, please call it to our attention promptly.

IV. Notification to Your Insurer.

It is my understanding that we have not been retained or engaged to advise you on insurance related issues. I strongly recommend that you immediately determine whether you have any insurance policies whatsoever, whether primary or excess, which may potentially provide insurance coverage and/or a legal defense for this matter, even if you consider the possibility to be remote. I encourage you to immediately notify all possible insurers of this matter, provide each insurer with a copy of all of the communications related to this claim, and suggest that you review the "Conditions" of your insurance policies which typically prescribe the manner and substantive requirements for notifying and tendering matters to insurers for investigation, indemnity and a defense of this claim. Most often, liability policies require immediate notice of litigation. Failure to timely notify your insurers of claims, potential claims or litigation could result in your insurer denying a defense and/or coverage based upon late notice, even if the matter might otherwise be covered. An honest mistake by an insured regarding whether or not a given policy affords coverage or a defense may not be considered sufficient to excuse or justify failing to timely or properly notify its insurer of litigation as required by the conditions of a given policy. Consequently, it is best to notify an insurer if there is any possibility of coverage. Again, I wish to confirm that determining the identity of your insurers, if any, or the extent or scope of your insurance coverage, and/or notifying your insurers is not currently within the scope of our representation.

V. Preservation of Documents and Information.

Though it is not likely this matter will result in litigation, the Board is still under an obligation not to alter, destroy, dispose of, or otherwise tamper with any evidence that may be relevant or admissible as evidence, or any evidence or information that is reasonably likely to lead to the discovery of admissible evidence in this matter, and to take reasonable steps to preserve and protect that evidence. This obligation extends not only to hard copy documentation, but also to electronically stored information including, but not limited to, emails, attachments, computer printouts, computer tapes, and electronic memory devices containing any documents, spreadsheets, summaries, and similar materials. In the event any emails, documents, or any other data containing information regarding potential claims and defenses reside on the hard drives of any computers owned, used, accessed, or maintained by the Board or its employees, agents or representatives, you are also under an obligation to collect and preserve that evidence as well.

VI. Communication.

Correspondence, records, copies of agreements and any other relevant documents will be forwarded to you unless instructed otherwise. All files maintained by the firm and pertaining to you in the progress of any given matter are open for your inspection at any reasonable time. I will keep you informed regarding the status of any matter in which you are involved, but you should feel free to call me any time with questions or concerns. Please understand, however, that we cannot and do not guarantee the outcome of this matter, as the litigation process necessarily involves risk and uncertainty.

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Your communications with the Firm are confidential and generally protected by the attorney-client privilege, provided reasonable steps are taken to maintain the confidentiality of those communications. However, email and text messages may not be secure forms of communication unless encrypted or other privacy safeguards are in place. The Firm's email system is capable of receiving and transmitting encrypted email via the Transport Layer Security (TLS) protocol. If you wish to communicate with the Firm via this encryption protocol, please advise me so that we may ensure that the protocol is in place. Please feel free to call if you desire further information on encryption in order to make a fully informed decision.

All documents, records and files, including any emails and electronic documents, records and files, created, stored or that otherwise come into the firm's possession during the course of this matter are subject to the firm's document retention and destruction policy. Accordingly, those documents, records and files are subject to destruction eight years after the conclusion of the matter, unless (i) you request possession of such documents, records or files before the documents are scheduled to be destroyed or (ii) you request that those documents, records or files be destroyed earlier.

The firm adheres to the governing rules of civility and/or professional conduct applicable to the Engagement and any litigation thereunder. A copy of the applicable rules of professional conduct can be provided to you at your request. Accordingly, we reserve the right to grant accommodations to other counsel in all matters not directly affecting the merits of the case or prejudicing your substantive rights (e.g., scheduling, continuances, extensions, etc.).

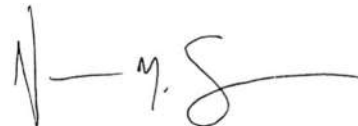
VII. Confirmation of Agreement.

If the foregoing accurately reflects your understanding regarding representation by Parsons Behle & Latimer on your behalf, please sign and date and return to the firm. This agreement will not take effect and the firm will have no obligation to provide legal services until we receive a signed copy of the letter and the agreed upon retainer has been paid. A copy of this letter is enclosed for you to acknowledge the terms of this engagement.

Thank you again for retaining us in this matter. If you have any questions, please feel free to call me at 208.562.4909.

Very truly yours,

PARSONS BEHLE & LATIMER



Norman M. Semanko
Attorney at Law

NMS:kea

[SEE NEXT PAGE FOR COUNTER-SIGNATURE]

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The foregoing letter has been reviewed and the terms agreed to by Spokane Aquifer Joint Board this ____ day of _____, 2021.

RECEIVED, ACCEPTED AND AGREED:

SPOKANE AQUIFER JOINT BOARD

By: _____
Its: _____



Parsons Behle & Latimer Cost Schedule (2021)

General Administrative		
Photocopies	\$0.15	per page
Oversized copies	\$1.00	per page
Color copies	\$0.80	per page
Blowback printing	\$0.10	page
Facsimiles	\$0.15	per page
Binding	\$1.25 - 1.50	per presentation/brief
Binders (varies by size)	\$4.00 - 30.00	each
Messenger service (varies by zone)	\$7.50 - 40.00	each
Return check fee	\$25.00	each
Wire Fee	\$30.00	per transaction
Practice Support		
CD copying	\$10.00	each
DVD copying	\$15.00	each
USB Drive (8 GB USB – 64 GB USB)	\$25.00 - \$55.00	each
External Hard Drive (500 GB – 1 TB)	\$125 - \$150	each
External Hard Drive (2 TB)	\$175	
Scanning paper documents for case management system	\$0.15	per page
Color scanning for case management system	\$0.75	per page
Optical character recognition of imaged documents for case management system	\$0.025	per page
Electronic endorsement - Bates numbering of imaged documents for case management system for each endorsement (Bates, Designation and Special Designation)	\$0.02	per page
Electronic designation endorsements for each document	\$0.02	per page
Document Unitization (per Doc fee is in addition to PM time, and GBs Extracting/Processing)	\$0.10	Per Doc Created
Data Extract/Processing (< 1 – 30 MB)	\$10.00	Each
Data Extract/Processing (> 31 – 100 MB)	\$20.00	Each
Data Extract/Processing (> 100 MB (>.100GB))	\$85.00	Per GB
Data Extract/Processing (Early Case Assessment plus PM Search Time) (Exported Searched Data)	\$50.00	Per GB
Exports/Production from Ipro Eclipse (<1 MB And < 50 Docs)	\$10.00	Each
Exports/Production from Ipro Eclipse (1 - 14.9 MB)	\$25.00	Each
Exports/Production from Ipro Eclipse (15 - 74.9 MB)	\$50.00	Each
Exports/Production from Ipro Eclipse (75 - 449.9 MB)	\$75.00	Each
Exports/Production from Ipro Eclipse (> 450 MB)	\$85.00	Per GB
Project Management Time (Assist, Prepare, Manual Bates, Create, Redact, Review, and Update)	\$95 - \$160.00	Per Hour
B/W Image Printing from database	\$0.10	per page
Color Image Printing from database	\$0.55	per page

Parsons Behle & Latimer Cost Schedule (2021)

External user login for case management system (for use by experts, in-house teams, or outside co-counsel)	\$25.00	per login
Electronic Research (Westlaw)		
Searches	\$200.00	per search (all included databases)
Key Cite	No charge	
FIND transactions (cases, statutes, articles)	No charge	
All document displays	No charge	
Printing, emailing or downloading (including reporter images)	No charge	
Briefs or other pleadings or orders	No charge	
Secondary sources (treatises, ALR, AmJur2d, CJS, Restatements, Law Reviews) within contract	No charge	
Excluded content (treatises, premium content)	Standard Westlaw Retail Rates	
Miscellaneous		
Trademark Search	\$100.00	each
Exhibit Preparation	\$40.00	each
Downloaded documents from online court dockets	\$2.50	document
Technical setup up / courtroom technology setup	\$55.00	per hour