

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201902018-2

Originating Department:	Assessor
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Legal Counsel
Contract or Grant Administrator:	Rebecca Xczar
Contractor's / Agency Name:	Brent Eyre, ASA
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201902018</u>	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>4050</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>35,000</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ <u>20,000</u>	
Total Amended Amount: \$ <u>55,000</u>	
Summary of Scope:	
Legal Counsel/Consultant in presentation of the Assessor's Office/Whatcom County Defense for Petrogas West, LLC., and Petrogas, LLC., properties at Cherry Point.	
Term of Contract: 12 months	Expiration Date: 12/31/2021

Contract Routing:	1. Prepared by: <u>Rebecca Xczar</u>	Date: <u>12/29/2020</u>
	2. Attorney signoff: <u>Brandon Waldron</u>	Date: <u>12/30/2020</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>12/31/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: <u>1.12.2021</u>
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

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201902018-2

**CONTRACT AMENDMENT #2
BRENT EYRE, ASA**

This AMENDMENT is to the Contract made between Whatcom County and Brent Eyre, October 12, 2018 and designated "Whatcom County Contract No. 20192018". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment renews the original contract for an additional one-year term, through December 2021.

In addition, maximum consideration for this contract amendment is increased by no more than \$20,000.00 for an amended total of \$55,000.00, as outlined in the attached exhibit "B" Compensation, hereby referenced and made a part of the Amendment. This amendment does not change exhibit "A" Scope of Work.

Unless specifically amended by this agreement all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect December 31, 2020 regardless of date signed.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1/14/2021 day of _____, 20 ____.

CONTRACTOR:

Brent Eyre

Address:

5198 S. Persille Dr.
Taylorsville, UT 84129

Mailing Address:

same

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DocuSigned by:

Brent Eyre

1/14/2021

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Brent Eyre

WHATCOM COUNTY:

Approved as to form:

DocuSigned by:
Brandon Waldron 1/13/2021
4E1E1969EB254F4...
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
Satpal Sidhu 1/14/2021
7373A1F2A59A4FD...
By: Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Brent Eyre, ASA

Address:

5198 S. Persille Dr.
Taylorsville, UT 84129

Mailing Address:

same

Contact Name:

Brent Eyre

Contact Phone:

(801) 966-5453

Exhibit "A"
SCOPE OF WORK

Scope of work remains unchanged from the original contract.

Assist and advise Whatcom County with its review of appraisal services in the valuation of Petrogas West, LLC and Petrogas Pacific, LLC, LPG Storage and Pier Facilities at Cherry Point, Washington. This review will provide consideration of County's next course of action regarding the recent appraisal appeal by property owner.

TASKS AND DELIVERABLES:

- a. Meet with assessor, taxpayer, county attorney, and others.
- b. Review and research appraisal reports, back up files, property tax returns, and spreadsheets.
- c. In preparation for the hearing, write formal review appraisals that comply with USPAP for both reports for submission to the BTA. Provide PDF copies.
- d. Write discovery and deposition questions and accompany the county attorney in deposing the appraisers and other parties involved.
- e. Read the critique of the assessor's appraisal by the appellant, and prepare answers for the critique.
- f. Attend the BTA hearing(s) and make notes on all the testimony to help the attorney in direct and cross examination questions.
- g. Testify in the hearing regarding review appraisals.

Exhibit "B"
COMPENSATION

In consideration for the services performed under the terms of this Contract Amendment, the Contractor shall be paid a total not to exceed twenty thousand dollars and zero cents (\$20,000.00) to the end of the contract date of December 31, 2021.