



Amendment No. 1  
Whatcom County Contract No. 202111002  
CONTRACT BETWEEN WHATCOM COUNTY AND  
**Cascadia Law Group, PLLC**

THIS AMENDMENT is to the Contract between Whatcom County and Cascadia Law Group, PLLC, dated November 3, 2022 and designated "Whatcom County Contract No. 202111002". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the maximum consideration by \$60,000 to a total consideration of \$100,000.

This Amendment also adds the following to the Scope of Work, Exhibit A:

Provide legal representation for Whatcom County in any legal challenges that may arise out of the compliance process related to SEP2016-00004.

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: March 1, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Cascadia Law Group, PLLC have executed this Amendment on the date and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

**CONTRACTOR:**

Cascadia Law Group, PLLC

\_\_\_\_\_  
Rodney Brown

**CONTRACTOR**

Cascadia Law Group, PLLC  
1201 Third Avenue, Suite 320  
Seattle, WA, 98101-2033

Contact Name: Rod Brown  
Contact Phone: (206) 292-6300  
Contact FAX: (206) 292-6301  
Contact Email: rbrown@cascadialaw.com

**WHATCOM COUNTY:**

Recommended for Approval:

\_\_\_\_\_  
Department Supervisor                      Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney                      Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

**EXHIBIT "A"**  
(SCOPE OF WORK)

The Contractor shall provide legal advice to the County upon request regarding SEPA procedures and preparation of an environmental checklist under the conditions of WAC 197-11-340(3)(a)(iii). In addition, the Contractor shall:

- Provide legal advice to the County upon request on issues related to project-specific permitting review.
- Provide legal representation for Whatcom County in any legal challenges that may arise out of the compliance process related to SEP2016-00004.

**EXHIBIT "B"**  
**(BUDGET)**

In consideration of the services performed under the terms of this Contract, this Amendment increases the maximum consideration by \$60,000. The Contractor shall be paid a total not to exceed One Hundred Thousand Dollars (\$100,000.00) to the end of the contract term.

The following items remain the same as the original "Exhibit B" of the contract:

Billing Procedures:

The Contractor shall submit written claims on a monthly basis in any month where there is activity in this matter for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the Contractor shall be paid for its services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to Whatcom County Planning and Development Services, 5280 Northwest Drive, Bellingham, WA 98226.

Contractor's Fee Schedule:

Contractor bills for services by the hour. For this matter, the Contractor is offering discounted municipal rates to reflect the public nature of the work. The Contractor will charge the County according to the following rate schedule:

Rodney Brown	\$400 per hour for work on this matter
Dennis McLerran	\$400 per hour for work on this matter
Meghan Gavin	\$279 per hour for work on this matter
Kyle Murphy	\$225 per hour for work on this matter
Paralegal	\$100 per hour for work on this matter

Charges for time spent traveling will be at 75% of the rates shown above.

The County will also reimburse the Contractor for all out-of-pocket costs incurred on behalf of the County. These items include such things as travel expenses including car mileage in excess of 30 miles per trip at the business mileage rate calculated by the IRS; copying expenses at \$.15 per copy (\$.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; and document delivery charges and conference call charges at cost, and computerized legal research charges.