

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202111002-1

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|---|--|
| Originating Department: | Planning and Development |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | Administration |
| Contract or Grant Administrator: | Mark Personius |
| Contractor's / Agency Name: | Cascadia Law Group, PLLC |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>2020111002</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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>800</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 checked="" 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 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>40,000</u> This Amendment Amount: \$ <u>60,000</u> Total Amended Amount: \$ <u>100,000</u> Summary of Scope: | 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: 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. |
| The Contractor shall provide legal advice to and representation for the County upon request regarding compliance procedures related to SEP2016-0004. In addition, the Contractor shall provide legal advice to the County upon request on issues related to project-specific permitting review. | |
| Term of Contract: <u>3/1/2022</u> | Expiration Date: <u>12/31/2022</u> |

| | | |
|-------------------|---|-----------------------|
| Contract Routing: | 1. Prepared by: <u>Mark Personius</u> | Date: <u>01/19/22</u> |
| | 2. Attorney signoff: <u>RB</u> | Date: <u>01/20/22</u> |
| | 3. AS Finance reviewed: <u>BB (on condition of approval of Supplemental Budget Request)</u> | Date: <u>01/21/22</u> |
| | 4. IT reviewed (if IT related): <u>n/a</u> | Date: _____ |
| | 5. Contractor signed: <u>RB</u> | Date: <u>01/20/22</u> |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): <u>AB2022-074</u> | Date: <u>02/22/22</u> |
| | 8. Executive signed: _____ | Date: <u>3/1/2022</u> |
| | 9. Original to Council: _____ | Date: _____ |

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius
Director

Memorandum

DATE: January 19, 2022
TO: Satpal Sidhu, County Executive
FROM: Mark Personius, Director *mp*
RE: Cascadia Law Group, PLLC Contract Amendment

Enclosed is the contract amendment between Cascadia Law Group, PLLC and Whatcom County for your review and signature.

Background & Purpose

Whatcom County was recently notified by the Northwest Clean Air Agency (NWCAA) that PetroGas West, LLC substantially increased throughput of butane and propane shipments at the Ferndale Terminal in Cherry Point starting in 2015 and continuing up to the present day that resulted in substantial increases in volatile organic compound (VOC) emissions as well as rail and vessel traffic. Northwest Clean Air has indicated that those operational changes may not have been properly disclosed to the County and NWCAA as part of the permitting process in 2016 for which Whatcom County was the SEPA lead agency. Whatcom County subsequently retained Cascadia Law Group, PLLC, as outside legal counsel with expertise to help determine the appropriate regulatory compliance path going forward. The County has engaged with AltaGas (the majority owner of PetroGas) to request additional information and PDS will review the 2016 SEPA threshold determination we issued for compliance with SEPA procedures to determine whether additional regulatory action is necessary. Cascadia's assistance is needed during this process to address compliance issues and potential litigation.

Funding Amount & Source

Adequate funds will be available in the Council budget for these services if the Council approves the supplemental budget ordinance that will be heard prior to the consideration of this contract amendment.

Differences from Previous Contract

This amendment increases the maximum compensation to Cascadia Law Group by \$60,000.

Please contact Mark Personius (X5950) if you have any questions or concerns regarding the terms of this agreement.

Attachments

- Contract Information Sheet
- Contract

Whatcom County Contract No.
202111002-1

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.

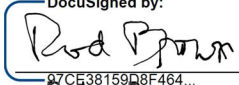
IN WITNESS WHEREOF, Whatcom County and Cascadia Law Group, PLLC have executed this Amendment on the date and year below written.

DATED this _____ day of 3/1/2022, 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

DocuSigned by:
 2/28/2022
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:

 2-28-22

Department Supervisor

Date

Approved as to form:

/s/ Royce Buckingham via electronic approval

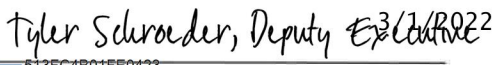
Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

DocuSigned by:

By:  3/1/22

~~Satpal Singh Sidhu, Whatcom County Executive~~

Tyler Schroeder, Deputy 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.