## WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
Is this a New Contract?       If not, is this an Amendment or Renewal to an Existing Contract?       Yes       No         Yes       No       If Amendment or Renewal, (per WCC 3.08.100 (a))       Original Contract #:			
Does contract require Council Approval? Yes Already approved? Council Approved Date:		If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes No If yes, grantor a	agency contract 1	number(s): CFDA#:	
Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s):			
Is this contract the result of a RFP or Bid proces Yes No If yes, RFP and Bid nu		Contract Cost Center:	
Is this agreement excluded from E-Verify? N	No Yes	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:  Professional services agreement for certif Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governmen Contract Amount:(sum of original contract amount and any prior amendments):  This Amendment Amount:  Total Amended Amount:  Summary of Scope:	tts). Council appro \$40,000, and p than \$10,000 of 1. Exercisin 2. Contract i capital co 3. Bid or aw 4. Equipmen 5. Contract i electronic	ofessional.       Goods and services provided due to an emergency         Contract for Commercial off the shelf items (COTS).         Work related subcontract less than \$25,000.         Public Works - Local Agency/Federally Funded FHWA.         val required for; all property leases, contracts or bid awards exceeding professional service contract amendments that have an increase greater or 10% of contract amount, whichever is greater, except when:         g an option contained in a contract previously approved by the council.         is for design, construction, r-o-w acquisition, prof. services, or other sts approved by council in a capital budget appropriation ordinance.         rard is for supplies.         nt is included in Exhibit "B" of the Budget Ordinance.         is for manufacturer's technical support and hardware maintenance of exystems and/or technical support and software maintenance from the of proprietary software currently used by Whatcom County.	
Term of Contract: Expiration Date:			
Contract Routing: 1. Prepared by:		Date:	
2. Attorney signoff:		Date:	
3. AS Finance reviewed:		Date:	
4. IT reviewed (if IT related):		Date:	
5. Contractor signed:		Date:	
<ul><li>6. Submitted to Exec.:</li><li>7. Council approved (if necessary):</li></ul>		Date: Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

202111002-1

### Amendment No. 1 Whatcom County Contract No. <u>202111002</u> 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. <u>202111002</u>". In consideration of the mutual benefits to be derived, the parties agree to the following:

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

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: <u>March 1, 2022</u>, 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

Contract for Services – Amendment 1 Cascadia Law Group, PLLC

# 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 ٠ 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.