

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2017-220

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	GSS	6/27/17	<div>RECEIVED</div> <div>JUN 30 2017</div> <div>WHATCOM COUNTY COUNCIL</div>	7/11/17	Finance / Council
Division Head:	GSS	6/27/17			
Dept. Head:	AK	6/29/17			
Prosecutor:	KMF	6/29/17			
Purchasing/Budget:	MDK	6/29/17			
Executive:		6.29.17			

TITLE OF DOCUMENT:

Amendment No. 2 to Whatcom County Contract No. 201612011 between Whatcom County and Van Ness Feldman LLP.

ATTACHMENTS:

Memorandum
Contract

SEPA review required? () Yes (X) NO
SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () Yes (X) NO
Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

This amendment to Contract 201612011 in the amount of \$15,000 is for Van Ness Feldman, LLP, to continue to provide on-call legal services relating to accommodating the Washington Supreme Court's decision in Whatcom County v. Western Washington Growth Management Hearings Board.

COMMITTEE ACTION:**COUNCIL ACTION:****Related County Contract #:****Related File Numbers:****Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



NATURAL RESOURCES

322 N. Commercial, Suite 110
Bellingham, WA 98225

Telephone: (360) 778-6230

FAX: (360) 778-6231

www.whatcomcounty.us

RECEIVED

JUN 29 2017

MEMORANDUM

**JACK LOUWS
COUNTY EXECUTIVE**

TO: The Honorable Members of the Flood Control Zone District Board of Supervisors and Jack Louws, County Executive

THROUGH: Jon Hutchings, Public Works Director *[Signature]*

FROM: Gary Stoyka, Natural Resources Manager *[Signature]*

DATE: June 27, 2017

RE: Amendment No. 2 to Contract No. 201612011 for legal representation with Van Ness Feldman, LLP

Requested Action:

Enclosed are two (2) originals of Amendment No. 2 to Contract No. 201612011 between Whatcom County and Van Ness Feldman, LLP, for your review and signature.

Background and Purpose:

This contract amendment is for Van Ness Feldman, LLP, to provide on-call legal services relating to the Growth Management Act and accommodating the Washington Supreme Court's Decision in Whatcom County v. Western Washington Growth Management Hearings Board. Van Ness Feldman has exhausted their current funding and needs additional funding to continue to provide on-call legal services related to the County's response to this case.

Funding Amount and Source

The total cost of this amendment is \$15,000, bringing the contract total to \$50,000. There are currently sufficient funds in the Natural Resources Budget (Fund 169119) for this contract.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201612011-2

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	Van Ness Feldman, LLP

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 #: 201612011

Does contract require Council Approval? Yes ☒ No ☐
 If No, include WCC: _____
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes ☐ No ☒ If yes, grantor agency contract 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 process? Contract
 Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 169119

Is this agreement excluded from E-Verify? No ☐ Yes ☒ 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"/> Contract for Commercial off the shelf items (COTS). |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 35,000.00
 This Amendment Amount:
 \$ 15,000.00
 Total Amended Amount:
 \$ 50,000.00

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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.

Summary of Scope: *This amendment to Contract 201612011 is for Van Ness Feldman, LLP, to continue to provide on-call legal services relating to the Growth Management Act and accommodating the Washington Supreme Court's Decision in Whatcom County v. Western Washington Growth Management Hearings Board.*

Term of Contract:	Expiration Date: 12/31/17
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Contract Routing:	1. Prepared by: Gary Stoyka	Date: 6/27/17
	2. Attorney signoff: Karen Frakes (via email)	Date: 6/27/17
	3. AS Finance reviewed: bbenett	Date: 6/27/17
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date: 6-29-17
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:

COUNTY ORIGINAL



**AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN WHATCOM COUNTY AND
VAN NESS FELDMAN LLP**

**FOR LEGAL SERVICES RELATED TO ACCOMMODATING THE WASHINGTON SUPREME COURT'S DECISION
IN WHATCOM COUNTY V. WESTERN WASHINGTON GROWTH MANAGEMENT HEARINGS BOARD**

WHEREAS, AN AGREEMENT (Whatcom County Contract No. 201612011) was entered into between the Whatcom County, and Van Ness Feldman LLP on December 13, 2016 to provide on-call legal services relating to the Growth Management Act and accommodating the Washington Supreme Court's Decision in Whatcom County v. Western Washington Growth Management Hearings Board; and,

WHEREAS, AMMENDMENT NO.1 to Whatcom County Contract No. 201612011 was entered into on March 21, 2017; and,

WHEREAS, additional services are required and modification of the rates are necessary; and,

WHEREAS, the parties are desirous of continuing the work intended under the original scope of work in Contract No. 201612011.

NOW BE IT THEREFORE AGREED that Exhibit "B" of Contract No. 201612011 shall be amended as shown below to provide an additional \$15,000.00 in compensation for a total compensation amount not to exceed \$50,000.00.

EXHIBIT "B"
(COMPENSATION)

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid a total not to exceed Fifty Thousand Dollars (\$50,000.00) to the end of the contract date of December 31, 2017.

Billing Procedures: The Contractor shall submit written claims on a monthly basis in any month where there is activity in this case for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the Contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.

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:

Tadas Kisielius	Partner	\$310 per hour for work on this matter
Tadas Kisielius	Partner – Travel Rate	\$232.50 per hour
Adam Gravley	Partner	\$400 per hour for work on this matter
Adam Gravley	Partner – Travel Rate	\$300.00 per hour
Duncan Greene	Partner	\$300 per hour for work on this matter
Duncan Greene	Partner – Travel Rate	\$225 per hour
Dale N. Johnson	Partner	\$310 per hour for work on this matter
Dale N. Johnson	Partner – Travel Rate	\$232.50 per hour
Ray Liaw	Partner	\$225 per hour for work on this matter
Ray Liaw	Partner – Travel Rate	\$168.75 per hour
Marya A. Pirak	Paralegal	\$125 per hour for work on this matter

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 (currently, \$0.535 per mile); copying expenses at \$0.15 per copy (\$0.75 per color copy) for in-house copying and at cost, including taxes, for outside copying services; long distance telephone charges; FAX charges; document delivery charges and conference call charges at cost; court or administrative board filing fees and other court- or board-related expenditures including court reporter and transcription fees at cost; and computerized legal research charges.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 to Contract No. 201612011 for on-call legal services relating to the Growth Management Act and accommodating the Washington Supreme Court's Decision in Whatcom County v. Western Washington Growth Management Hearings Board, this _____ day of _____, 2017.

CONTRACTOR: Van Ness Feldman, LLP

By: _____
Title: _____

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

WHATCOM COUNTY


Jack Louws
County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2017, before me personally appeared Jack Louws, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

APPROVED AS TO FORM:



Karen N. Frakes, Civil Deputy
Prosecuting Attorney

DEPARTMENTAL APPROVAL:

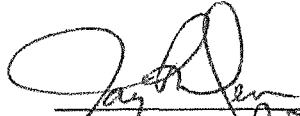


Jon Hutchings, Director, Public Works

Contract for Services Agreement
Van Ness Feldman LLP Amendment No. 2

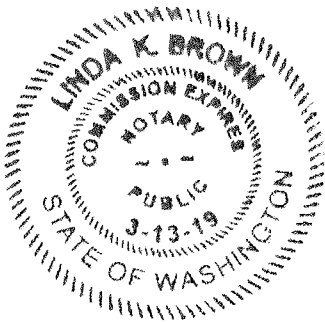
IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 to Contract No. 201612011 for on-call legal services relating to the Growth Management Act and accommodating the Washington Supreme Court's Decision in Whatcom County v. Western Washington Growth Management Hearings Board, this 28th day of June, 2017.

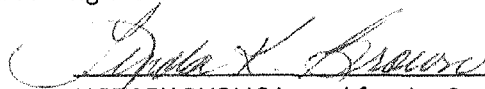
CONTRACTOR: Van Ness Feldman, LLP


By: Jay P. Derr
Title: Managing Partner - Seattle

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 28th day of June, 2017, before me personally appeared Jay P. Derr, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of
Washington, residing at Spokane, WA
My commission expires: 3-13-19

WHATCOM COUNTY

Jack Louws
County Executive

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2017, before me personally appeared Jack Louws, to me known to be the person individually or jointly described in and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

APPROVED AS TO FORM:

DEPARTMENTAL APPROVAL:

Karen N. Frakes, Civil Deputy
Prosecuting Attorney

Jon Hutchings, Director, Public Works

Contract for Services Agreement
Van Ness Feldman LLP Amendment No. 2