

**BEFORE THE BOARD OF SUPERVISORS OF THE
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

APPROVING AN INCREASED MAXIMUM COMPENSATION) RESOLUTION NO. 26-002
AMOUNT FOR CASCADIA LAW)
)

WHEREAS, the Chehalis River Basin Flood Control Zone District (District) is the sponsor of a -through dam for flood control on the Chehalis River to reduce flood damage along 100 miles of the river from Pe Ell to Cosmopolis; and

WHEREAS, the District retained Cascadia Law to work with its other consultants on a construction water supply plan that is consistent with the rights of existing water users and furthers the District's ongoing efforts to avoid, minimize, and mitigate for potential environmental impacts of the project; and

WHEREAS, the work is underway but not completed; and

WHEREAS, additional compensation is warranted to complete the anticipated scope of work, and is within the District's Year 1 budget of state funding available for such work;

NOW THEREFORE BE IT RESOLVED that the not-to-exceed maximum compensation for Cascadia Law's work is increased by \$50,000, raising from \$45,000 to \$95,000. The attached engagement letter, as amended by this increase, is approved. The Administrator may interlineate and initial this change.

The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at an open public meeting this 21th day of April, 2026.

APPROVED AS TO FORM:


BOARD OF SUPERVISORS OF CHEHALIS RIVER BASIN
FLOOD CONTROL ZONE DISTRICT

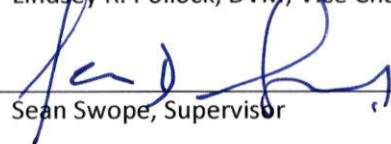

By: Interim District Counsel


Scott Brummer, Chair

ATTEST:


Lindsey R. Pollock, DVM, Vice Chair


Tammy Martin, Interim Clerk of the Board


Sean Swope, Supervisor

December 1, 2025



VIA EMAIL ONLY

Ryan Barrett
Administrator
Chehalis River Basin Flood Control Zone District
351 NW North St.
Chehalis, WA 98532
Email: Eric.Eisenberg@lewiscountywa.gov
Kathy.Burnaman@lewiscountywa.gov

RE: *Legal Representation*

Dear Mr. Barrett:

On behalf of Cascadia Law Group PLLC, I would like to thank you for selecting us to represent the Chehalis River Basin Flood Control Zone District (the "District"). Our ultimate goal is to give you legal representation that provides value to the District. If at any point in this engagement you have questions about our work on your behalf, do not hesitate to call me directly at (360) 786-5062 or jrehberger@cascadialaw.com. Again, thank you for selecting Cascadia Law Group.

The remainder of this letter sets forth the basic terms upon which you have engaged us to represent the District.

1. Scope of Engagement. In general, you have requested that we advise the District regarding water rights and water supply issues related to the proposed Flood Damage Reduction project (the "Project"), which includes a flow-through dam for flood control on the main-stem Chehalis River upstream (south) of Pe Ell, Washington.

Based on our preliminary discussions, we expect our initial scope of work to include the following tasks, subject to revision from time-to-time based on consultation with the District:

Cascadia Law Group PLLC
cascadialaw.com

SEATTLE
1201 Third Avenue
Suite 320
Seattle, WA 98101
(206) 292-6300 voice

OLYMPIA
606 Columbia Street NW
Suite 212
Olympia, WA 98501
(360) 786-5057 voice

- Analysis of existing water supply and water demand forecasts for the Project.
- Investigation of potential collaboration with existing municipal suppliers, specifically the Town of Pe Ell, for construction water supply.
- Investigation of potential additional existing water rights for acquisition or lease for either use or mitigation for a new water right permit for the Project.
- Investigation and analysis of creative water supply options, including out of basin transfers or out of basin diversion and water supply.
- Work collaboratively with the District staff and existing Project consultants on the above.
- Engage with Ecology and the Office of Chehalis Basin, as appropriate.
- Other related items.

2. Billing Policies and Procedures. Enclosed is a copy of our firm's Billing Policy Statement, which explains the basis of our bills. This Policy Statement describes the manner in which we compute our fees, the relevance of hourly rates, and other factors used to determine a reasonable fee for our services, the payment of disbursement items, the timing and content of billing statements, and the expected payment period. As noted in our Policy Statement, we do not pass on charges to our clients for routine in-office copying, telephone calls, or faxes.

3. Hourly Rates: Hourly rates are the major determinant of our fees, as explained more fully in the enclosed Billing Policy Statement. Our hourly rates presently range from \$225 per hour for paralegals to \$740 per hour for our most senior and experienced attorneys. We presently anticipate that the primary services will be performed by me and Tom McDonald. For this matter, we have agreed to bill at a reduced rate of \$500 per hour. Because our firm understands the financial needs of government clients, if this matter requires the expertise of others in the firm, they will bill at the 10% discounted rates reserved for our public clients. This discount will be entered in our billing system for all of your bills. Staffing decisions will be made by us, after consultation with you, with the objective of rendering services to you on the most efficient and cost-effective basis.

Ryan Barrett
Administrator
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We reassess our hourly rate schedules from time to time, and adjustments are made when we believe such adjustments are appropriate. These adjustments may be reflected in the billing rates utilized to determine our charges to you during the course of our engagement.

→ Our firm's billings under this matter shall not exceed (NTE) ~~\$45,000~~, without prior authorization from the District. \$95,000 _____ (initials)

4. General Responsibilities of Attorney and Client. Cascadia Law Group will provide the above-described legal services for your benefit, for which you will be billed in the manner set forth above. We will keep you apprised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work.

We understand that you will provide us with such factual information and documents as we require to perform the services, will make any business or technical decisions and determinations as are appropriate to facilitate the completion of our services, and will remit payment of our billing statements within thirty (30) days of receipt, in accordance with the procedures described above.

5. Waiver of Conflicts. While we do not understand there to be any existing actual conflicts with our existing clients, out of an abundance of caution, we are disclosing the following: First, another attorney at Cascadia Law Group (Meg Lee) represented the MacFarlane Family Trust on a transactional matter involving the District's water rights. While we understand that transaction has been completed, our firm continues to represent the Trust regarding its water rights. Second, two of our attorneys (Rod Brown and Tanya Barnett) previously worked under a subcontract to Anchor QEA related to the development of the draft environmental impact statement (DEIS) for the Project. That subcontract has expired and our firm is not currently doing any work for Anchor QEA on this matter. Your signature to this engagement letter will confirm that the District agrees to waive any potential or actual conflicts of interest based on Cascadia Law Group's representation of its clients regarding the matters described above. Cascadia Law Group will create an ethical wall between the above-named Cascadia Law Group attorneys and those representing the District.

Additionally, one of our attorneys (Maia Bellon) was a former director of the Department of Ecology and, in her role as director, oversaw work related to this on this Project. While we do not understand this to create a conflict of interest under the RPCs, given this prior role, your signature to this engagement letter

Ryan Barrett
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will confirm that the District agrees to waive any potential or actual conflicts of interest based on this prior role. Cascadia Law Group will create an ethical wall screening Maia Bellon from this matter.

6. Waiver of Future Conflicts. This will also confirm that you have retained us only with respect to the Scope of Engagement described in Paragraph 1, above. As you are aware, Cascadia Law Group has a substantial practice in the Pacific Northwest, including in Lewis County, representing clients on a variety of environmental and natural resource permitting and compliance matters. Recognizing this and in the interest of all of our clients, including you, we would appreciate confirmation that we are free to represent clients or take positions adverse to the District in matters that are not substantially related to matters for which you have retained us. Your signature to this engagement letter will confirm that the District agrees to waive any potential or actual conflicts of interest based on Cascadia Law Group's future representation of clients on unrelated matters in which the District may be involved.

Finally, this letter, and your signature below, further confirms that our engagement is with the District, and we are not being retained by Lewis County and are not, by virtue of this engagement with the District, establishing an attorney-client relationship with Lewis County.

We are delighted to be asked to provide legal services to you, and we are looking forward to working with you on this engagement. Should you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call me directly or to speak to one of our other attorneys who is familiar with the engagement.

While ordinarily we might prefer a less formal method of confirming the terms of our engagement, it has been our experience that a letter such as this is useful both to the firm and to the client. Moreover, in certain instances, the firm is required by law to memorialize these matters in writing. In any event, we ask that you review this letter and the enclosed Billing Policy Statement carefully and, if it comports with your understanding of our respective responsibilities, so indicate by returning a signed copy of this letter to me at your earliest convenience. Obviously, if you have any questions concerning these matters, please let me know promptly.

We look forward to serving you and thank you for looking to us to assist you in this matter.

Ryan Barrett
Administrator
Chehalis River Basin Flood Control Zone District
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With best regards.

Sincerely,



Joseph A. Rehberger
Direct Line: (360) 786-5062
Email: jrehberger@cascadialaw.com
Office: Olympia

Enclosure

cc: Eric Eisenburg
Kathy Burnaman

APPROVED AND AGREED TO:

CHEHALIS RIVER BASIN FLOOD CONTROL
ZONE DISTRICT

12/04/25
Date

By Ryan Barrett
Name Ryan Barrett
Title District Administrator



TO: OUR CLIENTS

RE: BILLING POLICIES AND PROCEDURES

Thank you for asking Cascadia Law Group PLLC to help you with your legal needs. Our attorneys and professional staff strive to provide each of our clients with unparalleled legal services and to deliver success in each and every case. We back this up with a billing system, described below, that allows each client to make adjustments to its bills based on its degree of satisfaction with the value received from our services.

Of course, if at any point in this engagement you have questions about these billing policies and procedures or about our work on your case/matter, please do not hesitate to contact the attorney responsible for your case or matter, Joe Rehberger, at (360) 786-5062 or jrehberger@cascadialaw.com.

Describing Services and Value

A key dimension of our commitment to client service is ensuring that the fees we charge our clients are consistent with the value we bring to each project. In order to determine the value of our services, we ask each lawyer, paralegal, and other professional staff member to submit detailed time records for each specific task when they provide legal services. Before a bill is rendered, all time records are reviewed by the attorney responsible for the engagement and by each attorney and paralegal who worked on the matter. This is meant to ensure the accuracy and fairness of the time billed.

Each individual who submits time records has an hourly billing rate that we believe is a fair reflection of his or her knowledge, skill, and experience. Billing rates are generally reviewed and evaluated annually and may be adjusted based on our evaluation. Adjustments to rates may also occur, after consultation with the client, due to other circumstances relevant to the engagement. We view billing rates as a benchmark, and not as the sole determinant of the value of our services for billing purposes. Our billing statement will reflect the fair value of our services as determined by the billing attorney, taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, any unusual time pressures, the size and scope of the matter, and other relevant circumstances.

Alternative Billing Arrangements

This memo describes our approach to pricing under the more traditional "rate times hours" approach (with appropriate value adjustments). Increasingly, however, we have found that clients can benefit from alternative pricing methodologies. We encourage our clients to work with us to establish creative billing arrangements. We focus on getting results, and we are confident enough about our abilities that we want to share in the risks and rewards of our clients' cases. Therefore, in appropriate circumstances, we offer alternative billing arrangements to underscore our commitment to superior client service, and we encourage you to approach us with proposals for non-hourly pricing.

Disbursements

In addition to our legal fees, we charge separately for certain costs and expenses incurred on your behalf. Unlike most law firms, we do not charge for many basic costs, including in-house photocopying and faxing. We also do not charge for routine postage or long-distance telephone calls. When we do bill for other items such as conference calls, computerized research on commercial databases, messengers, filing fees, deposition transcripts, etc., we will only bill you for our actual costs and will not add an administrative overhead fee. Under some circumstances, we may ask that you advance funds for certain large disbursements such as experts, large filing fees, etc., outside our normal monthly billing cycle.

We make every effort to post timely disbursement expenses in the billing statement covering the month in which they were incurred. However, some disbursements may not be available in the billing system until the following month and will be included during the next billing cycle. If the billing is transactional in nature, an estimate of unposted disbursements in addition to an estimate for unposted fees may be included in the closing bill.

Advance Fee and Cost Deposits

It is our policy to obtain an advance fee and cost deposit from new clients and, in some instances, from existing clients. The amount and terms of the deposit are determined by our Business Review Committee in consultation with the attorney responsible for your case or matter. These funds will be held in our client trust account in compliance with policies and procedures established by the Washington State Bar Association.

It may be necessary to require an advance deposit after the commencement of the engagement or request that a prior deposit be increased depending on payment history or the scope of the work. For example, prior to a lengthy trial, we may require an advance deposit sufficient to cover expected legal fees and costs or in certain business transactions, we may ask that a deposit be submitted for substantial out-of-pocket costs incurred on your behalf.

Experts and Consultants

We are willing to hire experts or consultants directly in order to preserve the attorney-client privilege for your benefit. However, while we may contract with these experts or consultants ourselves, we expect them to look to you for payment. We will gladly forward all invoices and documentation to assist your accounting department in making payment to them.

Fee Estimates

Upon your request, we will provide you with an estimate of anticipated fees. Any such estimate, whether for budgeting purposes or otherwise, is only a preliminary approximation based on facts that are currently available and the currently anticipated level of work required to complete the engagement. In no event is an estimate to be construed as a commitment of the firm to render services at a minimum or maximum cost.

Billing

Generally, our billing statements are prepared and forwarded to you on a monthly basis covering time and costs for the prior month. Our billing statements may include a "cost of funds" charge on those matters that are not billed monthly, which covers our carrying costs, or we may ask for progress payments. All progress payments will be reflected on the closing bill that will be rendered at the completion of the transaction.

If requested, we will forward our billing statement to a third party designated by you who is assuming payment responsibility of your legal bills (for example, an insurance carrier who holds your liability coverage). In the event that timely payment is not received from the third party, we will look to you for payment of our legal fees.

Payment Terms

Our billing statements are due and payable within thirty (30) days of receipt. Clients whose statements are not paid within this period may have a late charge assessed on the unpaid balance at the rate of 1% per month. The intent of the late charge is to assess on an equitable basis the additional costs incurred by the firm in carrying past due balances. All payments should be sent directly to the following address: Cascadia Law Group PLLC, 1201 Third Avenue, Suite 320, Seattle, Washington 98101.

We assure you that it has always been and will continue to be our goal to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss our billing policies and procedures or a specific bill, we encourage you to contact the attorney responsible for your case or matter. Our Executive Director, Eric Giles, can also provide general assistance in responding to billing inquiries. His direct dial number is (206) 292-2616.

Once again, thank you for turning to Cascadia Law Group PLLC for your legal representation. We look forward to a productive and enjoyable relationship with you.