

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**IN RE:**

PROFESSIONAL SERVICES )  
AGREEMENT BETWEEN LEWIS COUNTY )  
AND PARAMETRIX, AND Perry Shea )

**RESOLUTION NO. 04 - 3le**

WHEREAS, the Board of County Commissioners has reviewed a proposed professional services agreement between Lewis County, Parametrix and Perry Shea for providing professional services assisting the County in the review of a Fully Contained Community, "Birchfield" Master Planned Development application submitted by Virgil Fox; and

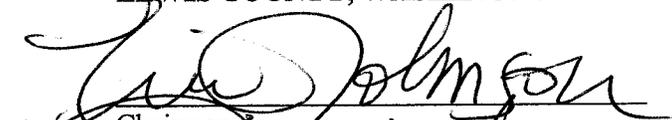
WHEREAS, a scope of work was included in the agreement as Appendix "A" and compensation for said services is included in said scope of work; and

WHEREAS, it appears to be in the best public interest to authorize execution of said Agreement for Lewis County; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the amended Agreement contained herein and authorizes the Chief of Staff to sign the same.

DONE IN OPEN SESSION this 15 day of November, 2004.

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
Chairman  
  
Member  
  
Member

APPROVED AS TO FORM:  
JEREMY RANDOLPH, Prosecuting Attorney

  
By: Deputy Prosecuting Attorney

ATTEST:

  
Karisa Duffey, Clerk of the Board



## Appendix A

### ATTACHMENT TO RESOLUTION 04-361 PROFESSIONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND PARAMETRIX, and their representative, PERRY SHEA.

**SCOPE OF WORK:** To assist the County in processing and reviewing the Fully Contained Community (Birchfield) application submitted Virgil Fox, especially related to transportation issues.

**PRIMARY TASKS:** To assist the Planning Division and County staff, working Virgil Fox and his representatives, the State, and other consultants in implementing the Fully Contained Community process under provisions of LCC 17.20 and RCW 36.70A.350, and reviewing material submitted to the County by the applicant, prior to action before the Board of County Commissioners.

Tasks will include attending meetings in conjunction with the application, providing advice to the County as it relates to transportation and transportation planning, review of application material including SEPA documents, site plans, reports and studies.

**PERIOD OF WORK:** Work shall begin November 8, 2004 and end December 31, 2005 or whenever the Birchfield FCC proposal goes to the Board for final action, whichever is the earlier. This period may be extended by mutual agreement.

**COMPENSATION:** The work will be billed at rates consistent with the contract between Parametrix and Lewis County as specified in the current contract with Public Works.

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**LEWIS COUNTY**  
**and**  
**PARAMETRIX AND PERRY SHEA**

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY and PARAMETRIX AND PERRY SHEA.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Consulting Services to assist the County in processing and reviewing the Birchfield Fully Contained Community application submitted by the Virgil Fox (Fox).

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**Statement of Work**

PARAMETRIX AND PERRY SHEA shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in Appendix "A" attached herein.

**Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence on November 8, 2004 and be completed on December 31, 2005 or whenever the Birchfield FCC proposal goes to the Board for final action, whichever is the earlier, but may be extended by mutual agreement.

**Payment**

Compensation for the work provided in accordance with this agreement shall be as set forth in Appendix "A". All payment shall be consistent with the Memorandum of Understanding signed by the Board and Fox as contained in Resolution #04-309.

**Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.