

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

IN RE:  
AUTHORIZING AN INTERLOCAL AGREEMENT )  
BETWEEN LEWIS COUNTY AND THE STATE )  
DEPARTMENT OF COMMUNITY, TRADE, AND ) RESOLUTION No. 04- 242  
ECONOMIC DEVELOPMENT FOR GRANT )  
FUNDING FOR PLANNING PURPOSES )

WHEREAS, an interlocal agreement (contract no. S04-62600-152) has been prepared between Lewis County and the State Department of Community, Trade and Economic Development for the purpose of grant funding for planning purposes under the Growth Management Act; and

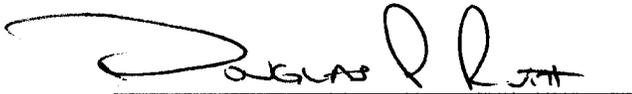
WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the interlocal agreement, attached as Exhibit A; and

WHEREAS, it appears to be in the best public interest to authorize this interlocal agreement with the Department of Community, Trade and Economic Development,  
NOW THEREFORE

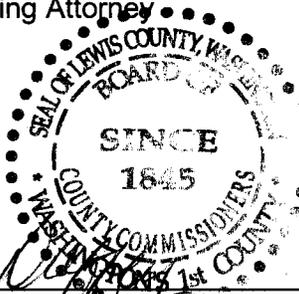
BE IT RESOLVED that this interlocal agreement (contract no. S04-62600-152) between Lewis County and the Department of Community, Trade and Economic Development is hereby approved and the Director of Community Development is authorized to sign the contract on behalf of Lewis County.

DONE IN OPEN SESSION this 28<sup>th</sup> day of June, 2004

APPROVED AS TO FORM:  
Jeremy Randolph, Prosecuting Attorney

  
Deputy Prosecuting Attorney

ATTEST:

  
  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Chairman

  
Member

  
Member

Resolution 04- 242

**WASHINGTON STATE DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT  
GROWTH MANAGEMENT SERVICES**

<p>1. GRANTEE: LEWIS COUNTY 350 N. MARKET BLVD Chehalis, Washington 98532</p>	<p>2. AWARD DATE: March 31, 2004</p>	<p>3. END DATE: November 30, 2004</p>
<p>4. GRANTEE REPRESENTATIVE: NAME: ROBERT JOHNSON PHONE: (360) 740-2606 FAX: (360) 740-1245 E-MAIL: rajohnson@co.lewis.wa.us</p>	<p>5. CTED REPRESENTATIVE: NAME: KARIN BERKHOLTZ PHONE: (360) 725-3025 FAX: (360) 753-2950 E-MAIL: karinb@cted.wa.gov</p>	
<p>6. SOURCE OF STATE FUNDS: (GROWTH MANAGEMENT SERVICES) \$20,000</p>	<p>7. GRANTEE TAX IDENTIFICATION NUMBER: 91-6001223</p>	

**SUMMARY:** To develop an interim ordinance designating agricultural resource lands of long term significance and interim development regulations.

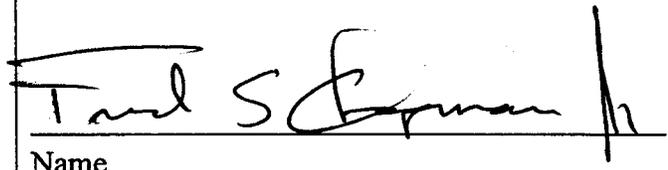
The DEPARTMENT and GRANTEE acknowledge and accept the terms of this CONTRACT and attachments and have executed this CONTRACT as of the date and year written below. The rights and obligations of both parties to this CONTRACT are governed by this CONTRACT and other documents incorporated by reference: CONTRACT Terms and Conditions including Attachment "A," Work Plan and Attachment "B," Budget.

FOR THE DEPARTMENT OF COMMUNITY  
TRADE AND ECONOMIC DEVELOPMENT:

\_\_\_\_\_  
Nancy K. Ousley, Assistant Director

DATE: \_\_\_\_\_

FOR LEWIS COUNTY:

  
Name

  
Title

DATE: 6-28-06

APPROVED AS TO FORM ONLY:

Signature on file  
Melissa Burke-Cain, Senior Counsel  
Office of the Attorney General of Washington  
DATE: October 20, 2003

## CONTRACT TERMS & CONDITIONS

### SECTION 1 - PREAMBLE

This CONTRACT, entered into by the Lewis County, (hereinafter referred to as the GRANTEE) and the Department of Community, Trade and Economic Development (hereinafter referred to as the DEPARTMENT), WITNESSES THAT:

WHEREAS, the DEPARTMENT has the responsibility under RCW 43.330.050(5) to provide financial and technical assistance to the communities of the state, to assist in improving the delivery of federal, state, and local programs; and to provide communities with opportunities for productive and coordinated development beneficial to the well-being of communities and their residents; and

WHEREAS, the DEPARTMENT has the statutory authority under RCW 43.330.120 to offer technical and financial assistance to cities and counties planning under the Growth Management Act; and

WHEREAS, the DEPARTMENT has selected the GRANTEE to receive funds and the GRANTEE shall use the funds to undertake a project which furthers the goals and objectives of the DEPARTMENT's Growth Management Services Unit in accordance with its mission.

THEREFORE, the parties mutually agree to the following terms and conditions:

### SECTION 2 - WORK PLAN

Over the course of the CONTRACT period, the GRANTEE shall accomplish the activities described in Attachment "A": Work Plan that is incorporated into the CONTRACT by reference.

### SECTION 3 - FUNDING

The total funds to be reimbursed to the GRANTEE for costs incurred during the CONTRACT period shall be a sum not to exceed \$20,000.

### SECTION 4 - BUDGET

An approved budget by category of expenditure is included as Attachment "B" of this CONTRACT that is incorporated into the CONTRACT by reference. The total amount of transfers of funds between line item budget categories shall be as specified in Attachment "B." If the cumulative amount of these transfers exceeds or is expected to exceed the amount specified in Attachment "B," the total project budget shall be subject to justification and negotiation of a CONTRACT amendment by the GRANTEE and the DEPARTMENT.

### SECTION 5 - CONTRACT PERIOD

- A. The effective date of this CONTRACT shall be the date all parties sign and complete execution of the CONTRACT. This CONTRACT shall terminate on December 31, 2004 except for any remaining obligations of the GRANTEE as may exist under Section 7.
- B. Costs to be reimbursed by the DEPARTMENT under this CONTRACT are those eligible costs incurred during the performance of the CONTRACT work program on or after January 1, 2004.