

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON

IN RE:

PROFESSIONAL SERVICES)
AGREEMENT BETWEEN LEWIS COUNTY)
AND PERKINS COIE LLP,)
AND A.W. "SANDY" MACKIE)

RESOLUTION NO. 04 - 065

WHEREAS, the Board of County Commissioners has reviewed a proposed professional services agreement between Lewis County, Perkins Coie LLP and Sandy Mackie for providing professional services assisting the County in the review of a Industrial Master Planned Development application submitted by the Cardinal FG Company; 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

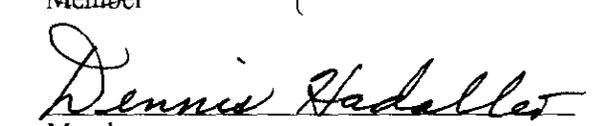
WHEREAS, it appears to be in the best public interest to authorize execution of said Agreement for Lewis County; NOW THEREFORE,

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 21st day of Feb., 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

- seal -

Appendix A

ATTACHMENT TO RESOLUTION 04- 045

PROFESSIONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND PERKINS COIE LLP AND SANDY MACKIE.

SCOPE OF WORK: To assist the County in processing and reviewing the Industrial Master Planned Development application submitted by the Cardinal FG Company (Cardinal). The Contractor will coordinate with the Prosecuting Attorney on legal matters

PRIMARY TASKS: To assist the Planning Division and County staff, working with Cardinal, the State, and other consultants in implementing the Master Planned Development process 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 land use planning advice to the County as it relates to process, environmental impacts, review of application material including SEPA documents, site plans, reports and studies.

PERIOD OF WORK: The work shall begin February 23, 2004 and end December 31, 2004, or whenever the Cardinal proposal goes to the Board for final action, whichever is earlier; this period may be extended by mutual agreement.

COMPENSATION: The work will be billed at the following rates:

1. Consultant Billing Rate: \$250 per hour, except \$300/hr for litigation
2. Doreen Milward Billing Rate: \$110 per hour
3. Other associated fees identified with an existing contract with Lewis County.
4. The County shall not be responsible or liable for any costs incurred in reviewing the Cardinal proposal. Cardinal shall reimburse the County for all expenses per the Memorandum of Understanding signed by Cardinal and the County in Resolution #04-045.

PROFESSIONAL SERVICES AGREEMENT
Between
LEWIS COUNTY
and
PERKINS COIE LLP AND A. W. " SANDY" MACKIE

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY and PERKINS COIE LLP and their representative, A. W. "SANDY" MACKIE.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Consulting Services to assist the County in processing and reviewing the Industrial Master Planned Development, particularly the environmental impacts and those environmental documents associated with the application submitted by the Cardinal FG Company (Cardinal).

THEREFORE, IT IS MUTUALLY AGREED THAT:

Statement of Work

Sandy Mackie 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 February 23, 2004 and be completed on December 31, 2004 or whenever the Cardinal 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 Cardinal as contained in Resolution #04-045.

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.