

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

In RE:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN LEWIS COUNTY
AND MICHAEL J. McCORMICK, AICP**

RESOLUTION NO. 04-063

WHEREAS, the Board of County Commissioners has reviewed an agreement between Lewis County and Michael J. McCormick, AICP, for providing professional services assisting the county in reviewing and updating the county comprehensive plan and implementing development regulations as required under the Growth Management Act, not to exceed \$40,000 per calendar year; and

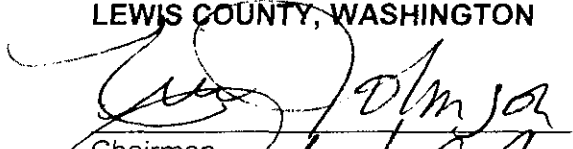
WHEREAS, a scope of work is included in the agreement as Appendix "A" and compensation for said services is included in said scope of work; and

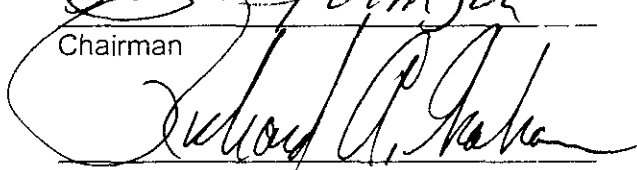
WHEREAS, it appears to be in the best public interest to authorize the execution of said Agreement for Lewis County; NOW THEREFORE,

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

DONE IN OPEN SESSION this 25th day of Feb., 2004.

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

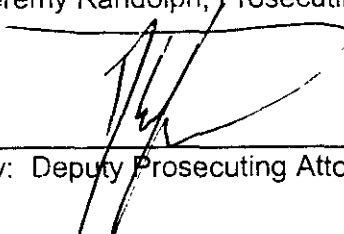

Chairman


Member

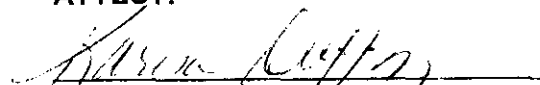

Member

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney


By: Deputy Prosecuting Attorney

ATTEST:


Clerk of the Board, Karisa Duffey

-seal-

Appendix A

ATTACHMENT TO RESOLUTION 04- 04-3
PROFESSIONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND
MICHAEL J. McCORMICK, AICP.

SCOPE OF WORK: To assist the County in reviewing, updating, and assisting in the defense ~~of defending~~ of the county comprehensive plan and implementing development regulations, as necessary, in compliance with the Growth Management Act.

PRIMARY TASKS: To coordinate and facilitate the work of the Planning Division, and County staff, working with the Planning Commission, the State, and other consultants in reviewing and updating the Lewis County Comprehensive Plan and implementing development regulations, including incorporation of Best Available Science and a review and update of the Critical Areas Ordinance, prior to action before the Board of County Commissioners.

Tasks will include, but are not limited to attending meetings and hearings in conjunction with the review and approval process, providing professional advice to the County with regards to compliance with Growth Management, drafting of material including proposed comprehensive plan language, and coordination of other planning efforts by county staff, other consultants, state agencies, members of the public and private sectors.

PERIOD OF WORK: Work shall begin January 1, 2004 and end no later than December 31, 2005. This period may be extended by mutual agreement.

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

- 1) All work will be billed at the rate of \$125 per hour.
- 2) Travel time will be billed at the rate of \$35 per hour.
- 3) Mileage will be billed at \$ 0.34 per mile.
- 4) All other expenses will be billed at actual cost.
- 5) Total billing per calendar year shall not exceed \$40,000.

PROFESSIONAL SERVICES AGREEMENT

Between

LEWIS COUNTY

and

MICHAEL J. McCORMICK, AICP

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY and MICHAEL J. McCORMICK, AICP.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Consulting Services to assist the County in reviewing and updating and defending, as necessary, the county comprehensive plan and implementing development regulations, in compliance with the Growth Management Act.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Statement of Work

Michael J. McCormick 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 January 1, 2004 and be completed on December 31, 2005, 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".

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.