

INTERCOOPERATIVE AGREEMENT

For

PUBLIC FACILITIES IMPROVEMENT FUND

AMERICAN LEGION POST 150 VETERAN HOUSING AND RESOURCE CENTER

THIS AGREEMENT is made between the Board of Pacific County Commissioners (BOARD) on behalf of Pacific County Washington, a political subdivision and municipal corporation hereinafter referred to as the "COUNTY" and the Department of General Administration, a recognized COUNTY department, hereinafter referred to as "RECIPIENT".

RECITALS

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor's Office, and direct said fees to be used to implement Affordable Housing for All and Homeless Housing and Assistance and to implement the adopted Pacific County Five Year Homeless Housing Plan 2019-2024; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond, and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, Pacific County established Low Income Assistance Fund No. 127, to deposit these low and moderate income and homeless recording fees; and in 2015, Pacific County separated this Fund into two funds for accountability purposes; Fund 178 – Affordable Housing for All, and Fund 179 – Homeless Housing and Assistance; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Pacific County Fund No. 127 (now Funds No. 178 and 179) shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, RECIPIENT has requested that Pacific County provide funding in Pacific County Fund No. 179 to support a variety of eligible activities related to the American Legion Post 150 Veteran Housing and Resource Center Project (Project); and

WHEREAS, said Project was included in the Overall Economic Development Plan for Pacific County (the "OEDP") as adopted via Resolution No. 2023-058; and

WHEREAS, RECIPIENT has requested transfer of recording fees from Fund No. 179 to provide eligible activities to assist with the implementation of the Pacific County Five Year Homeless Housing Plan 2019-2024; and

WHEREAS, transfer of recording fees from Pacific County Fund No. 179 to RECIPIENT requires entering into an Agreement; and

WHEREAS, the COUNTY and RECIPIENT wish to enter into this AGREEMENT under chapter 39.34 RCW - the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

Veteran Housing and Resource Center, and to implement the Pacific County Five Year Homeless Housing Plan 2019-2024. Said amount shall constitute the maximum reimbursement RECIPIENT is eligible to receive from COUNTY under this AGREEMENT.

Funding will be provided as follows:

- Fiscal Year 2023 – Seventy-Five Thousand Dollars (\$75,000)
- Fiscal Year 2024 – Seventy-Five Thousand Dollars (\$75,000)

2. **USE OF FUNDS and SCOPE OF WORK**

RECIPIENT shall use these COUNTY funds solely for reimbursement of expenses to the Willapa Community Development Association (WCDA) specifically for the American Legion Post 150 Veteran Housing and Resource Center Project.

3. **AGREEMENT PERIOD**

The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced on January 1, 2023. It will continue in effect through December 15, 2024, unless sooner terminated or extended as provided herein.

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to RECIPIENT as per the terms listed within Section 1. Funding.

5. **EVALUATION AND MONITORING**

- A. RECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. RECIPIENT will retain all books, records, documents, and other material relevant to this AGREEMENT for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.
- B. COUNTY or the State Auditor and any of their representatives shall have full access to, and the right to examine during normal business hours and as often as COUNTY or the State Auditor may deem necessary, those books, records, documents, and other evidence retained by RECIPIENT with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all Agreements, invoices, materials, payroll, and records of matters covered by this AGREEMENT. These rights shall last for six (6) years after expiration of this AGREEMENT, or from the date final payment hereunder is made, whichever is later.
- C. COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by RECIPIENT are not erroneously disclosed to third parties. To the extent Chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by RECIPIENT will remain its property unless otherwise agreed.
- D. RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this AGREEMENT that COUNTY needs to have conducted.

6. **RECAPTURE PROVISION**

- A. In the event RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this AGREEMENT or final payment hereunder, whichever occurs later. Repayment by RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event COUNTY is required to institute legal proceedings to enforce this recapture provision, COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

7. **NONDISCRIMINATION**

RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

8. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this AGREEMENT may be rescinded, canceled, or terminated in whole or in part, and RECIPIENT may be declared by COUNTY ineligible for further Affordable Housing for All and Homeless Housing and Assistance funds. RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

9. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of RECIPIENT are needed for COUNTY to respond to a request under the Act, as determined by COUNTY, RECIPIENT agrees to make them promptly available to COUNTY. If RECIPIENT considers any portion of any record provided to COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If COUNTY receives a request under the Act to inspect or copy the information so identified by RECIPIENT and COUNTY determines that release of the information is required by the Act or otherwise appropriate, COUNTY's sole obligation shall be to notify RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If RECIPIENT fails to timely obtain a court order enjoining disclosure, COUNTY will release the requested information on the date specified.

COUNTY has, and by this section assumes, no obligation on behalf of RECIPIENT to claim any exemption from disclosure under the Act. COUNTY shall not be liable to RECIPIENT for releasing records not clearly identified by RECIPIENT as confidential or proprietary. COUNTY shall not be liable to RECIPIENT for any records that COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

RECIPIENT agrees to indemnify and, to the greatest extent legally possible, to hold harmless COUNTY in any action by a third party due to the negligence, recklessness, or intentional actions by RECIPIENT relating to its performance of this Agreement. This includes any lawsuit filed by a third party for COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

10. **AGREEMENT MODIFICATIONS**

COUNTY and RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this AGREEMENT must be approved in writing by COUNTY prior to RECIPIENT expending funds for the items covered within that amendment. Costs incurred by RECIPIENT in contravention of this Paragraph are the sole responsibility of RECIPIENT.

11. **TERMINATION OF AGREEMENT**

- A. If, through any cause, RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if RECIPIENT shall violate any of its covenants, agreements, or stipulations, COUNTY shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for project-related expenses incurred by RECIPIENT and not otherwise paid for by COUNTY prior to the effective date of such termination shall be as COUNTY reasonably determines.
- C. COUNTY may unilaterally terminate all or part of this AGREEMENT, or reduce the Scope of Work, if COUNTY loses the authority to collect recording fees for Affordable Housing for All and Homeless Housing and Assistance, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this AGREEMENT.

12. **ASSIGNMENT/SUBCONTRACTORS.**

RECIPIENT may subcontract any part of the work to be performed under this AGREEMENT.

13. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid, or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

14. **GOVERNING LAW AND VENUE**

This AGREEMENT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. The Superior Court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this AGREEMENT.

15. **ENTIRE AGREEMENT**

This AGREEMENT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed this 26th day of September, 2023.

RECIPIENT
Department of General Administration

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Paul Plakinger Date
County Administrative Officer

Lisa Olsen, Chair

Jerry Doyle, Commissioner

APPROVED AS TO FORM

Prosecutor's Office WSBA#

David Tobin, Commissioner

ATTEST:

Amanda Bennett Date
Clerk of the Board

SUBRECIPIENT AGREEMENT

**Between
PACIFIC COUNTY, WASHINGTON
And
WILLAPA COMMUNITY DEVELOPMENT ASSOCIATION**

THIS AGREEMENT is made between Pacific County – P O Box 187, South Bend, Washington, 98586 (“COUNTY”), and Willapa Community Development Association – P O Box 627, Raymond, Washington 98577 (“RECIPIENT”).

WHEREAS, RCWs 36.22.178, 36.22.179, and 36.22.1791 establish fees on documents recorded in the Pacific County Auditor’s Office, and direct said fees to be used to implement Affordable Housing for All and Homeless Housing and Assistance and to implement the adopted Pacific County Five Year Homeless Housing Plan 2019-2024; and

WHEREAS, as per RCWs 36.22.178, 36.22.179, and 36.22.1791, Pacific County entered into an inter-agency agreement with the cities of Ilwaco, Long Beach, Raymond, and South Bend in April 2008 to direct the expenditure of these recording fees; and

WHEREAS, Pacific County established Low Income Assistance Fund No. 127, to deposit these low and moderate income and homeless recording fees; and in 2015, Pacific County separated this Fund into two funds for accountability purposes; Fund 178 – Affordable Housing for All, and Fund 179 – Homeless Housing and Assistance; and

WHEREAS, the inter-agency agreement specifies that expenditure of recording fee funds from Pacific County Fund No. 127 (now Funds No. 178 and 179) shall, following budget adoption by the Board of Pacific County Commissioners, be directed by the Joint Pacific County Housing Authority Board; and

WHEREAS, the Department of General Administration (GA) was awarded funding from Pacific County Fund No. 179 to support a variety of eligible activities related to Homeless Housing and Assistance for the American Legion Post 150 Veteran Housing and Resource Center in downtown Raymond; and

WHEREAS, GA desires to support the Willapa Community Development Association in their pursuit to actively assist with the implementation of the Pacific County Five Year Homeless Housing Plan 2019-2024 with the creation of the American Legion Post 150 Veteran Housing and Resource Center in downtown Raymond.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

A total of One Hundred Fifty Thousand Dollars (\$150,000) has been pledged within Pacific County Fund No. 179 to assist RECIPIENT with eligible activities related to Homeless Housing and Assistance, and to implement the Pacific County Five Year Homeless Housing Plan 2019-2024. Said amount shall constitute the maximum reimbursement RECIPIENT is eligible to receive from COUNTY under this AGREEMENT.

Funding will be provided as follows:

- Fiscal Year 2023 – Seventy-Five Thousand Dollars (\$75,000)
- Fiscal Year 2024 – Seventy-Five Thousand Dollars (\$75,000)

2. **USE OF FUNDS and SCOPE OF WORK**

RECIPIENT shall use these COUNTY funds solely for reimbursement of expenses specifically for the American Legion Post 150 Veteran Housing and Resource Center Project in downtown Raymond.

3. **AGREEMENT PERIOD**

The terms of this AGREEMENT and the performance of the parties hereto shall be deemed to have commenced on January 1, 2023. It will continue in effect through December 15, 2024, unless sooner terminated or extended as provided herein.

4. **PAYMENT PROVISIONS**

These funds are to be dispersed to RECIPIENT on a cost reimbursement basis with backup documentation for expenses up to the maximum AGREEMENT amount as specified in Section 1. Funding.

The COUNTY must receive from RECIPIENT the final invoice with backup documentation (for expenses incurred through the effective date referenced above in Section 3. Agreement Period) **no later than December 15, 2024**.

5. **EVALUATION AND MONITORING**

- A. RECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. RECIPIENT will retain all books, records, documents, and other material relevant to this AGREEMENT for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.
- B. COUNTY or the State Auditor and any of their representatives shall have full access to, and the right to examine during normal business hours and as often as COUNTY or the State Auditor may deem necessary, those books, records, documents, and other evidence retained by RECIPIENT with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this AGREEMENT. These rights shall last for six (6) years after expiration of this AGREEMENT, or from the date final payment hereunder is made, whichever is later.
- C. COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by RECIPIENT are not erroneously disclosed to third parties. To the extent Chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by RECIPIENT will remain its property unless otherwise agreed.
- D. RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this AGREEMENT that COUNTY needs to have conducted.

6. **RECAPTURE PROVISION**

- A. In the event RECIPIENT fails to expend these funds in accordance with state law and/or the provisions of this AGREEMENT, COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance.
- B. Such right of recapture shall exist for six (6) years after expiration of this AGREEMENT or final payment hereunder, whichever occurs later. Repayment by RECIPIENT of funds under this recapture provision shall occur within twenty (20) days of demand. In the event COUNTY is required to institute legal proceedings to enforce this recapture provision, COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

7. **NONDISCRIMINATION**

RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA).

8. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event RECIPIENT fails or refuses to comply with any nondiscrimination law, regulation, or policy, this AGREEMENT may be rescinded, canceled, or terminated in whole or in part, and RECIPIENT may be declared by COUNTY ineligible for further Affordable Housing for All and Homeless Housing and Assistance funds. RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

9. **PUBLIC RECORDS ACT**

This Agreement and all public records associated with this Agreement shall be available from COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of RECIPIENT are needed for COUNTY to respond to a request under the Act, as determined by COUNTY, RECIPIENT agrees to make them promptly available to COUNTY. If RECIPIENT considers any portion of any record provided to COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If COUNTY receives a request under the Act to inspect or copy the information so identified by RECIPIENT and COUNTY determines that release of the information is required by the Act or otherwise appropriate, COUNTY's sole obligation shall be to notify RECIPIENT (a) of the request and (b) of the date that such information will be released to the requester unless RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If RECIPIENT fails to timely obtain a court order enjoining disclosure, COUNTY will release the requested information on the date specified.

COUNTY has, and by this section assumes, no obligation on behalf of RECIPIENT to claim any exemption from disclosure under the Act. COUNTY shall not be liable to RECIPIENT for releasing records not clearly identified by RECIPIENT as confidential or proprietary. COUNTY shall not be liable to RECIPIENT for any records that COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

RECIPIENT agrees to indemnify and, to the greatest extent legally possible, to hold harmless COUNTY in any action by a third party due to the negligence, recklessness, or intentional actions by RECIPIENT relating to its performance of this AGREEMENT. This includes any lawsuit filed by a third party for COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

10. **EMPLOYMENT RELATIONSHIPS**

RECIPIENT, its employees, or agents performing under this AGREEMENT are not deemed to be employees of COUNTY nor agents of COUNTY in any manner whatsoever. No officer, employee, or agent of RECIPIENT will hold themselves out as, or claim to be, an officer, employee, or agent of COUNTY by reason hereof, nor will they make any claim, demand, or application to or for any right or privilege applicable to an officer, employee, or agent of COUNTY.

11. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, RECIPIENT agrees to indemnify, defend and hold COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of RECIPIENT, its employees, agents or volunteers or RECIPIENT's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this AGREEMENT; or 3) are based upon RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of COUNTY. This indemnification obligation of RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of COUNTY. This indemnification obligation of RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of RECIPIENT are a material inducement to COUNTY to enter into the AGREEMENT, are reflected in RECIPIENT's compensation, and have been mutually negotiated by the parties.
- B. **Participation by COUNTY – No Waiver.** COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of RECIPIENT's indemnity obligations under the AGREEMENT.
- C. **Survival of RECIPIENT's Indemnity Obligations.** RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration, or termination of this AGREEMENT.

12. **INSURANCE**

Without limiting RECIPIENT'S indemnification of COUNTY, and prior to commencement of this AGREEMENT, RECIPIENT shall obtain, provide, and maintain during the term of this AGREEMENT, policies or insurance of the type and amounts described below and in a form satisfactory to COUNTY.

- A. General Liability Insurance.** RECIPIENT shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Professional Liability (Errors & Omissions) Insurance.** RECIPIENT shall maintain professional liability insurance that covers the services to be performed in connection with this, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and RECIPIENT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.
- C. Workers' Compensation Insurance.** RECIPIENT shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- D. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow RECIPIENT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RECIPIENT hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

RECIPIENT must name COUNTY as an additional insured. **RECIPIENT agrees that its liability insurance shall be primary and non-contributory to COUNTY's and that RECIPIENT's liability insurance policy shall so state.**

13. **AGREEMENT MODIFICATIONS**

COUNTY and RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this AGREEMENT. It is mutually agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this AGREEMENT must be approved in writing by COUNTY prior to RECIPIENT expending funds for the items covered within that amendment. Costs incurred by RECIPIENT in contravention of this Paragraph are the sole responsibility of RECIPIENT.

14. **TERMINATION OF AGREEMENT**

- A. If, through any cause, RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if RECIPIENT shall violate any of its covenants, agreements, or stipulations, COUNTY shall thereupon have the right to terminate this AGREEMENT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to RECIPIENT describing such default or violation.
- B. Notwithstanding any provisions of this AGREEMENT, either party may terminate this AGREEMENT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for project-related expenses incurred by RECIPIENT and not otherwise paid for by COUNTY prior to the effective date of such termination shall be as COUNTY reasonably determines.
- C. COUNTY may unilaterally terminate all or part of this AGREEMENT, or reduce the Scope of Work, if COUNTY loses the authority to collect recording fees for Affordable Housing for All and Homeless Housing and Assistance, or if the amount of recording fees collected is reduced below the level necessary to provide the amount identified in Section 1 of this AGREEMENT.

15. **SPECIAL PROVISION**

The failure of COUNTY to insist upon the strict performance of any provision of this AGREEMENT, or to exercise any right based upon breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

16. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid, or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

17. **DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by COUNTY, a representative appointed by RECIPIENT, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

18. **GOVERNING LAW AND VENUE**

This AGREEMENT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the State of Washington. The Superior Court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this AGREEMENT.

19. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The RECIPIENT certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

20. **ENTIRE AGREEMENT**

This AGREEMENT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed this 26th day of September, 2023.

RECIPIENT
Willapa Community Development Assoc.

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

David Gauger Date
Executive Director

Lisa Olsen, Chair

Tax ID No. 91-1956539

Jerry Doyle, Commissioner

David Tobin, Commissioner

ATTEST:

Amanda Bennett, Clerk of the Board Date