

POULSBO DISTRIBUTION SCHEDULE

RESOLUTION NO. 2022-20

SUBJECT: Ameding ILA with Housing Kitsap for Nordic Cottage Project

CONFORM AS TO DATES & SIGNATURES

- ☒ Filed with the City Clerk: 12/15/2022
- ☒ Passed by the City Council: 12/21/2022
- ☒ Signature of Mayor
- ☒ Signature of City Clerk
- ☐ Publication: _____
- ☐ Effective: _____

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Rhiannon Fernandez

City Clerk

01/25/2023

Date

RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, amending an INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE KISTAP COUNTY CONSOLIDATED HOUSING AUTHORITY TO DEVELOP THE POULSBO NORDIC COTTAGE PROJECT

WHEREAS, pursuant to Resolution No. 2022-05 adopted January 19, 2022 the Poulsbo City Council approved an interlocal agreement with Housing Kitsap to establish the terms and conditions of overseeing the affordable housing project known as the Nordic Cottages Project ("Project"); and

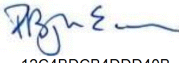
WHEREAS, the City and Housing Kitsap now desire to amend the Interlocal Agreement as set forth herein to provide for joint project development and long-term property management of the Nordic Cottages; and

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. Approval and Adoption. The Poulsbo City Council finds that it's in the best interest of the public to amend interlocal agreement no. 2022-06 with Housing Kitsap as follows in Attachment A.

RESOLVED this 21st day of December, 2022.

APPROVED:

DocuSigned by:

12C4BDCB4DDD40B...

MAYOR, BECKY ERICKSON

ATTEST/AUTHENTICATED:

DocuSigned by:

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CITY CLERK, RHIANNON FERNANDEZ, CMC

FILED WITH THE CITY CLERK: 12/15/2022

PASSED BY THE CITY COUNCIL: 12/21/2022

**INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY CONSOLIDATED
HOUSING AUTHORITY AND CITY OF POULSBO REGARDING
POULSBO NORDIC COTTAGES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered between Kitsap County Consolidated Housing Authority ("KCCHA"), a public housing authority organized under Title 35 RCW and the City of Poulsbo ("the City"), an optional municipal code city organized under Title 35A RCW, in order to provide affordable housing consisting of up to five two-level cottages at 609 NE Lincoln Road, Poulsbo, Washington (the "Nordic Cottages Project"). The design, development, construction and property management of the Nordic Cottages Project will be accomplished under the joint supervision of the City and KCCHA.

RECITALS

A. The City of Poulsbo has experienced significant growth in its population for the last several years, a trend that is expected to continue for the foreseeable future. Accompanying this growth is an increased demand for housing; and

B. In July 2021, the Poulsbo City Council unanimously approved a one-tenth of 1% increase in sales taxes to develop affordable housing the City; and

C. The Poulsbo City Council desires to partner with KCCHA to provide general project management services, including design, joint oversight, project development, construction and property management ("Services") in connection with the Nordic Cottages Project; and

D. KCCHA has extensive experience in the organization and management of complex residential housing projects. KCCHA is legally authorized to assist as a project manager of construction projects undertaken by other governmental entities and is willing to provide such services to the City to facilitate the Nordic Cottages Project in addition to providing the Services; and

E. The City and KCCHA are authorized by the Interlocal Cooperation Act, chapter 39.34 RCW to jointly pursue the objectives of this Agreement; and

F. In addition, the City and KCCHA believe that the efficiencies created by this joint operation will allow the City to provide enhanced governmental services to the residents of Poulsbo more efficiently and sooner due to the combined experience and efforts of these two entities; and

G. The parties therefore desire to enter into this interlocal agreement in order to provide for the joint oversight of the Nordic Cottages Project by the parties and

for the ultimate transfer of operational control of the real property described in this agreement and the new Nordic Cottages to the City.

AGREEMENT

FOR THE REASONS SET FORTH ABOVE, KCCHA AND THE CITY HEREBY AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide the terms and conditions under which KCCHA will provide project management services to the City ("Project Manager"), along with joint project development, for the design and construction of the Nordic Cottages Project and property management services once the Project is completed (collectively "Services"). As referred to in this Agreement, the Nordic Cottages are to consist of three to five two level cottages sited at the Triangle Property (609 NE Lincoln Road, Poulsbo, Washington). The Nordic Cottages Project is to consist of new housing facilities, together with associated site improvements, including off-site parking spaces, associated landscaping, utilities, and any other on or off-site improvements required by the Poulsbo Municipal Code ("Off-Site Improvements"). The City reserves the right to amend the Nordic Cottages Project at any time during the term of this Agreement in order to meet the needs of the City.

2. Duration of Agreement - Termination.

2.1 This Agreement shall become effective on the date of the last duly authorized signature to this Agreement ("Effective Date"). This Agreement shall remain in effect thereafter for an initial term of three years or until terminated pursuant to the provisions herein.

2.2 The parties anticipate that final completion and final acceptance of the Nordic Cottages Project ("Close Out") will be achieved within three years from the effective date of this Agreement. However, the parties agree that this Agreement will be automatically extended for up to an additional two years after expiration of its initial term in order to allow for scheduling contingencies and for sufficient time to Close Out the Nordic Cottages Project if the same has not been completed prior to the expiration of the initial term.

2.3 This Agreement shall terminate at such time as:

2.3.1 The Nordic Cottages Project reaches final completion and final acceptance, and ownership and operation of the Nordic Cottages Project is permanently vested in the City; or

2.3.2 If there are claims or liens that remain at the time of final acceptance, at such time as all claims or liens and all administrative tasks related to the Project have been fully resolved; or

2.3.3 Upon the provision of 60 days written notice of termination provided by either party to the other party; or

2.3.4 Upon the mutual agreement of the parties.

3. Guiding Principles. The parties agree that the following Principles shall guide them in their interaction under this Agreement:

3.1 The City will be the owner of the Nordic Cottages Project and the resulting facilities, and KCCHA will act as the City's Project Manager and agent to oversee the Services subject to the City's sole approval.

3.2 The City will have financial responsibility for the Nordic Cottages Project and will provide funds for the Services .

3.3 The City and KCCHA will work together closely and cooperatively to further the Principle of providing the highest possible benefit to the residents and businesses of the City of Poulsbo, and will assist each other in all ways to facilitate the successful, efficient, and cost effective completion of the Nordic Cottages Project.

3.4 Solely for the purposes of carrying out its responsibilities under this Agreement, the City authorizes KCCHA to exercise the powers of a public corporation, commission, or authority under RCW 35.21.730 et seq.

4. Project Management Teams- Administration.

4.1 In order to provide the Services called for in this Agreement, KCCHA will assign the following personnel as its project management team:

**Executive Director
Project Manager
Procurement Officer
Construction Supervisor
Supervisor of Rehabilitation**

4.2 In order to provide the oversight required of the City under this Agreement, the City will assign the persons holding the following positions as its project management team:

Mayor
Housing, Health and Human Services Director
Engineering Director
Planning Director
Finance Director
Superintendent of Public Works

The parties understand that the City's Mayor is, by virtue of her position, a member of the KCCHA governing board and as of the date this Agreement is entered into serves as the chair of that Board. The parties understand and agree that the Mayor will act on behalf of the City at all times during the term of this Agreement and will not act on behalf of KCCHA or its Board. The Mayor will have no fiduciary duties with respect to KCCHA's interests under this Agreement and the Mayor's sole fiduciary duty shall be to the City. The parties agree that the Mayor's involvement in this Agreement is not a conflict of interest for either party.

4.3 In the event that, during the course of this Agreement, project team members leave the employ of their respective jurisdictions, the parties may substitute others for the team members named above by providing written notice to the other party of the substituted team members and their new contact information.

4.4 If the City desires to use the services of KCCHA for media inquiries and public relations regarding the Nordic Cottages Project, KCCHA shall provide qualified personnel to perform such services.

4.5 The project team members of both parties shall meet as needed in order to ensure that timely decisions are made on all aspects of the design and construction process described in this Agreement or as otherwise required by the Nordic Cottages Project. Such meetings shall occur on a regular basis at least once every two weeks throughout the duration of this Agreement. KCCHA shall be responsible for scheduling such meetings. Special joint meetings may be scheduled at the request of either party.

4.6 At no time shall any employee of one party be deemed an employee of the other. Each party's employees shall remain employees of that party only and shall be paid solely by that party.

4.7 There is no separate legal or administrative entity created with respect to the responsibilities undertaken by the parties in this Agreement. The Mayor of the City and the Executive Director of KCCHA shall constitute a joint board for purposes of RCW 38.34.040(4)(a) and shall jointly administer this Agreement.

5. Project Budget.

5.1 A final total budget is still being determined by the parties; thus no construction work shall occur until a final budget is agreed to by the parties in writing. An initial payment of \$7,000 has been allocated to KCCHA to reimburse existing costs, but no other payments shall be made until the final total budget is agreed to for the design and construction of the Project. The final budget, including appropriate contingencies, shall be adopted by the Poulsbo City Council and shall lie within the sole discretion of that body.

5.2 Upon adoption of the total construction budget for the Nordic Cottages Project by the City, the City will provide KCCHA with the construction budget and KCCHA will use its best efforts to provide the services described in this Agreement and to oversee the construction project in such a manner as to secure completion of the construction portion of the Nordic Cottages Project within the budget.

5.3 The City may, in its sole discretion, act to revise the budget to suit the needs of the Project and the City at any time. Requests for budget amendments to cover unanticipated costs will be presented to the Poulsbo City Council for approval.

6. Project Financing - Grant Services.

6.1 The City shall be solely responsible for the funding requirements of the Nordic Cottages Project. At this time, it is anticipated that the City will fund the Nordic Cottages Project from the following sources:

- Bond Issue
- General Funds
- Funds relating to Affordable Housing Taxes
- Real Estate Excise Tax
- Grants from federal, state, and county entities

6.2 The City reserves the right to change the funding source for the Nordic Cottages Project at any time. Any capital needs of the Nordic Cottages Project that arise during the term of this Agreement and that cannot be paid from the funding source set forth in Section 6.1 or such other source as may be established from time to time shall be submitted to the Poulsbo City Council for funding from appropriate sources.

7. Payments to KCCHA for Project Services.

7.1 KCCHA shall be compensated for the Services provided by KCCHA under this Agreement on a time and materials basis as follows:

7.1.1 Time spent by KCCHA personnel in project management services shall be paid for by the City at the following hourly rates:

Executive Director:	\$86.00 per hour
Project Manager:	\$73.37 per hour
Procurement Officer:	\$51.25 per hour
Supervisor of Rehabilitation	\$42.15 per hour
Self-Help Construction Supervisor	\$51.42 per hour

7.1.2 The City will not be charged separately for normal clerical or secretarial work, the expense of which has been calculated into KCCHA's hourly rates for project management personnel. Reimbursement will be made by the City for expenditures related to copying, postage, mileage and parking when travel other than to the City is required on City business, and long distance telephone calls. Other expenses shall be reimbursed when authorized in advance by the City.

7.1.3 The City will reimburse KCCHA for the cost of any special studies for which KCCHA and the City agree in advance in writing that KCCHA will advance funds. Such reimbursement will be at KCCHA's cost, without markup by KCCHA.

7.2 KCCHA shall be entitled to invoice the City for Services provided pursuant to this Agreement no more frequently than once per month. The City shall pay invoices within sixty days from receipt unless the City disputes an invoice and so notifies KCCHA. Disputes regarding payment shall be resolved using the dispute resolution process set forth in Section 13 below.

7.3 KCCHA shall maintain accounts and records, including personnel and financial records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed under this Agreement so as to ensure proper accounting for all monies paid by the City to KCCHA. These records shall be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the City and the Office of the Archivist pursuant to RCW Chapter 40.13.

7.4 KCCHA's records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City and any other governmental agency so authorized by law during the performance of this Agreement and for a period of two (2) years after termination or expiration. The City shall have the right to inspect, review, and audit KCCHA's records on the Nordic Cottages Project at all reasonable times during regular business hours.

8 Project Design - Architecture and Engineering Services.

8.1 KCCHA will assist the City in the procurement of architectural, engineering, and other professional services necessary for the design and engineering of the Nordic Cottages Project. Specifically, KCCHA will:

8.1.1 Assist the City in drafting a request for qualifications for the architects, engineers, and other design professionals ("RFQ") whose services will be required ("Professionals") ;

8.1.2 Assist the City in drafting and publicizing requests for proposals ("RFP") from Professionals;

8.1.2 Review the responses to the RFP's from Professionals and make recommendations to the City concerning the most highly qualified Professional. Actual selection of Professionals shall be at the City's sole discretion; and

8.1.4 Participate in interviews and assist the City in negotiations with the selected Professionals; and

8.1.5 Perform such other services with respect to the selection of the Professionals necessary for the Nordic Cottages Project as the City and KCCHA may mutually agree upon.

8.2 All services procurement under this Section shall be accomplished consistent with the requirements of state laws applicable to the City and with the city's adopted procurement policies and procedures, if any.

8.3 All contracts shall be entered into directly between the City and the architect, engineer, or design professional. The form of the contract to be used for architectural services will be AIA Form B101 - 2017 - Standard Form of Agreement between Owner and Architect, with such additions and modifications as may be agreed to by the City and KCCHA. The form of the contract for all engineers and other design professionals will be the City's standard form consultant agreement, with such additions and modifications as may be agreed upon by the City and KCCHA.

8.4 KCCHA shall administer all architecture, engineering, and design contracts as the Owner's Representative. KCCHA shall expeditiously review design documents during their development and advise the City on proposed Nordic Cottages Project Site use and improvements, selection of materials, building systems and equipment, and methods of Nordic Cottages Project delivery. KCCHA shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, and time requirements for procurement, installation, construction, and factors relating to construction cost, such as the costs of alternative designs or materials, budget, and possible economics.

8.5 KCCHA shall review all requests for payment by the architect, engineer, or other design professional and make recommendations to the City for

payment. The City shall be solely responsible for payment of all architects, engineers, and other design professionals under contract with the City.

8.6 KCCHA shall make recommendations to the City concerning architectural, engineering, and design issues for the Nordic Cottages Project. All final decisions concerning design issues shall be within the sole discretion of the City.

8.7 KCCHA shall consult with the City and the design professionals regarding preparation of the Construction Contract Documents. The parties agree that they will use AIA Form A201 with such additions and modifications as may be agreed to by the City and KCCHA.

9. Project Construction - Construction Management Services.

9.1 KCCHA shall provide the City with all Services necessary or desirable to cause final completion of the Nordic Cottages Project in a good and workmanlike manner and in substantial accordance with the Construction Contract Documents to be prepared during the design phase.

9.2 KCCHA shall assist the City in procuring a General Contractor to complete construction of the Nordic Cottages Project while following the competitive bidding process that the City is required to follow under applicable state law. The City shall retain sole contracting authority for the Nordic Cottages Project and all contracts for construction and related services shall be executed by the City.

9.3 KCCHA shall act as the Owner's Representative and in addition to the Services shall apply for all necessary permits, and coordinate the scheduled contract deliverables and responsibilities of the General Contractor with KCCHA, the City, and the Project Architect in order to manage the Nordic Cottages Project substantially in accordance with the Project Schedule and the Contract Documents.

9.4 KCCHA shall fully enforce, administer, and take such actions as are necessary to implement any and all contracts with the Project Architect, General Contractor, and others connected with the development and construction of the Nordic Cottages Project in accordance with the terms of their respective contracts. KCCHA shall notify and consult with the City regarding any breaches or defaults by any party contracting with KCCHA relating to the Nordic Cottages Project.

9.5 In consultation with the Project Architect and City staff, KCCHA shall oversee the course of construction and will conduct such activities as are necessary to ensure that the work is being performed in substantial accordance with the Requirements of the Contract Documents in a good and workmanlike manner, free of defects and deficiencies in the work, and free and clear of all liens.

9.6 KCCHA shall monitor construction progress and Nordic Cottages Project cash flow in order to assist the City and the Project Architect in ensuring that the Project is completed according to the Project Schedule and within the project budget. KCCHA and the City staff will meet on a periodic basis, but not less frequently than once every two weeks to review the Project's progress, costs, and financing.

9.7 KCCHA shall review with the City and the Project Architect all Applications for Payment and shall make recommendations to the City and the Project Architect regarding the payment of the same. KCCHA shall also assist the City with management of the Project retainage.

9.8 KCCHA shall assist the City and the Project Architect in the evaluation of change orders. Following approval of the Construction Documents by the City, there will be no changes in the work without the City's approval. During Nordic Cottages Project construction, KCCHA shall appraise the City of any proposed changes in the work and of KCCHA's recommendations on such changes prior to any action being taken. KCCHA and City staff designated by the City's Mayor may approve field orders and minor change orders that do not materially alter the work, i.e., that do not reduce the intended quality of the Nordic Cottages Project, result in an increase in the City's operational costs over time, or result in a substitution of any of the systems in the Nordic Cottages Project (including but not limited to HVAC, plumbing, electrical, elevators, roofing, fire and life safety, or infrastructure components). In the case of a material alteration, prior written approval by the City of the proposed change shall be required.

9.9 KCCHA shall assist the City and the Project Architect in making determinations as to Substantial Completion of the Nordic Cottages Project, compiling a punch list of incomplete or unsatisfactory items and a schedule for their completion, and Final Acceptance of the Nordic Cottages Project.

9.9 The City shall be responsible for paying all costs of constructing the Nordic Cottages Project, including cost overruns and claims, provided the City has previously provided written authorization for such cost overruns and claims. KCCHA shall not be responsible for any portion of such construction costs, provided, that nothing in this paragraph shall be construed as precluding claims by the City against KCCHA for breach of contract or for claims falling within the indemnity provisions of Section 11 below. The parties agree that in the event that a claim arises between them over responsibility for a cost overrun or claim made by any contractor, subcontractor, or supplier on the Nordic Cottages Project, all parties to the dispute, including KCCHA and the City, necessary to resolve the claim shall be made parties to the same dispute resolution proceeding, notwithstanding the provisions of Section 12 below.

10. Property Management.

10.1 It is the intention of the Parties to develop, manage, and operate Nordic Cottages jointly, and for the Parties to cooperate and agree in performing or causing to be performed, the necessary applications and services to manage and operate the Nordic Cottages Project as a managed rental property ("Property").

10.2 Both Parties shall be named on the necessary applications to develop and construct the Project, and either party can act as an agent of the other for the purposes of submitting the necessary applications. Prior to one party acting as an agent of the other ("moving party"), the moving party shall provide at least 72-hours prior written notice to the non-moving party of the proposed application materials and offer an opportunity to review and revise the application.

10.3 All decisions regarding the management and operation of the Nordic Cottages upon completion of the Nordic Cottages Project will be subject to a mutually agreed Nordic Cottages Management Contract, the terms of which shall be agreed prior to Close Out.

11. Indemnity.

11.1 KCCHA will indemnify, hold harmless, and defend the City, its elected and appointed officers, agents, and employees, from and against any and claims, losses, and liabilities for injuries to persons or damage to property caused by or arising out of the negligent acts, errors, or omissions of KCCHA, its officers, agents, and employees, in performing the actions required of KCCHA in this Agreement. The indemnity provisions of this subsection shall apply only to the extent that KCCHA's negligent acts, errors, or omissions caused or contributed thereto. In order to provide a complete indemnity to the City from claims brought by KCCHA's officers and employees for injuries or damage caused by KCCHA's negligence, KCCHA expressly waives immunity from such injury claims to the extent, but only to the extent, the same constitute claims against the City. This waiver has been mutually negotiated by the parties.

11.2 The City will indemnify, hold harmless, and defend KCCHA, its elected and appointed officers, agents, and employees, from and against any and claims, losses, and liabilities for injuries to persons or damage to property caused by or arising out of the negligent acts, errors, or omissions of the City, its officers, agents, and employees, in performing the actions required of the City in this Agreement. The indemnity provisions of this subsection shall apply only to the extent that the City's negligent acts, errors, or omissions caused or contributed thereto. In order to provide a complete indemnity to the KCCHA from claims brought by the City's officers and employees for injuries or damage caused by the City's negligence, the City expressly waives immunity from such injury claims to the extent, but only to the extent, the same

constitute claims against KCCHA. This waiver has been mutually negotiated by the parties.

11.3 All Services provided by KCCHA under this Agreement shall be performed in a manner consistent with the standard of care that other professionals performing similar services would exercise on similar projects in the same community. KCCHA will perform all duties and services and make all decisions called for under this Agreement promptly and without unreasonable delay. KCCHA shall indemnify, defend, and hold the City harmless from and against any claims, suits, or causes of action brought by any person, including but not limited to the Project architect and the contractor selected to construct the Nordic Cottages Project, caused by or arising out of KCCHA's failure to perform the Services required by this Agreement according to the standard set forth in this subsection. The indemnity provisions of this subsection shall apply only to the extent KCCHA's failure to perform according to such standards caused or contributed to the damages sought in the claims, suits or causes of action.

11.4 The indemnity provisions of this Section 11 shall survive the expiration or termination of this Agreement for any claims, losses, liabilities, suits, or causes of action caused by or arising out of acts, errors, or omissions of the parties occurring prior to such expiration or termination.

12. Insurance.

12.1 The City shall obtain or require the General Contractor to obtain, all necessary insurance policies to protect the Nordic Cottages Project, including but not limited to, Builder's Risk policies, and shall direct that all contractors and other vendors associated with the Nordic Cottages Project carry appropriate insurance.

12.2 The City and KCCHA will review their respective insurance policies and attempt to make the other agency an additional insured on all policies pertaining to the Nordic Cottages Project. If the City or KCCHA is unable to accomplish this, each party will notify the other party of the issue and additional insurance policies may be recommended and obtained as needed.

13. Dispute Resolution.

13.1 It is not anticipated that any significant disputes will arise in the course of this cooperative interlocal agreement. If disputes do arise, however, they will be handled as follows:

13.1.1 The first step will be for the Mayor of the City and the Executive Director of KCCHA to meet in an attempt to resolve the dispute.

13.1.2 If the Mayor and Executive Director are unable to resolve the dispute within two weeks of meeting, the Poulsbo City Council and the KCCHA Board will convene a special joint meeting to address the issue.

13.1.3 If, within two weeks after meeting in joint session, the parties are together unable to resolve the dispute, the Mayor of the City and the Executive Director of KCCHA will meet to agree on a non-binding mediator who will be hired to convene the parties within thirty days. The cost of the mediator will be shared equally by the parties. If the parties cannot agree on a mediator, one will be appointed by the presiding judge of the Kitsap County Superior Court.

13.1.4 If the dispute is still not resolved within two weeks after the parties meet in non-binding mediation, either party may then seek a judicial remedy.

13.1.5 The parties agree that they will not seek relief under this Agreement in a court of law unless and until each of these dispute resolution steps is exhausted. The preceding sentence shall not apply to the extent any applicable statute of limitations will or may run during the time that may be required to exhaust the dispute resolution steps set forth above, provided, however, that the parties agree that any legal proceeding brought during such period may be stayed, if consistent with applicable law and if the rights of the parties will not be prejudiced thereby, while the dispute resolution steps set forth above are satisfied.

13.2 The judicial forum for resolving any dispute, after the procedures outlined in subsection 12.1 are exhausted, will be Kitsap County Superior Court.

13.3 Each party will bear its own costs and attorney's fees associated with any dispute under this agreement, including any dispute ultimately resolved through litigation.

14. Severability. In the event that any section, paragraph, sentence, term, phrase, or clause of this Agreement conflicts with applicable law or is bound by any court of competent jurisdiction to be contrary to law, such conflict shall not affect the validity of other sections, paragraphs, sentences, terms, phrases, or clauses of this Agreement that can be given effect without the conflicting provisions and to this end the sections, paragraphs, sentences, terms, phrases, and clauses of this Agreement shall be deemed to be severable.

15. Force Majeure. The parties to this Agreement will not be required to carry out its terms during a period when either party is prevented from doing so by a force majeure event including, but not limited to, natural disasters such as windstorms and earthquakes, terrorist attacks, or other public emergencies, including those associated with the COVID-19 pandemic, and injunctions or court orders.

16. Non-Waiver. No waiver of any condition, provision, or covenant in this Agreement or any breach thereof shall be taken to constitute a waiver of any other condition, provision, covenant, or breach.

17. Assignment. Neither party shall assign its rights and obligations under this Agreement without the express written consent of the other.

18. Miscellaneous Provisions.

18.1 Section headings have been inserted in this Agreement only as a matter of convenience of reference, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18.2 This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

18.3 Both parties participated equally in the drafting of this Agreement and no provision of this Agreement shall be construed against either party solely by virtue of that party's having drafted the provision.

19. Integration. This Agreement constitutes the entire understanding between the parties pertaining to the Nordic Cottages Project. Any and all prior understandings and agreements are hereby superseded by this Agreement and of no further effect. No modification, amendment, or termination of this Agreement shall be valid or effective unless evidenced by a further written instrument signed by both parties.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Governing Law. This Agreement is entered into and will be interpreted under Washington law.

22. Filing. In accordance with RCW 38.34.040, this Agreement will be filed with the Kitsap County Auditor or listed on the web sites of the parties prior to its effective date.

KITSAP COUNTY CONSOLIDATED HOUSING
AUTHORITY

DocuSigned by:

Heather Blough

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Heather Blough, Executive Director

CITY OF POULSBO

DocuSigned by:

Becky Erickson

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Becky Erickson, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:

Rhiannon Fernandez

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Rhiannon Fernandez, CMC, City Clerk

Approved as to Form:
Ogden Murphy Wallace, PLLC

DocuSigned by:

James Haney

85394CE968994B5...

City Attorney