

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 060

**CONTRACT FOR SERVICES WITH TRI COUNTY ECONOMIC
DEVELOPMENT DISTRICT FOR ECONOMIC SERVICES**

WHEREAS, pursuant to RCW 82.14.370 Pend Oreille County has imposed the sales and use tax for Public Facilities in Rural Counties; and

WHEREAS, RCW 82.14.370 stipulates that moneys collected under this statute may only be used to finance public facilities serving economic development purposes in rural counties and to finance personnel in economic development offices; and

WHEREAS, Tri-County Economic Development District ("TEDD") is an economic development office; and

WHEREAS, it is in the public interest to support economic development throughout Pend Oreille County by utilizing the Public Facilities Funds to help finance personnel with TEDD, thereby enhancing its capacity; and

WHEREAS, the Board believes that the best interest of the public will be served by entering into the agreement with Tri County Economic Development District.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for Services with Tri County Economic Development District, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract with Tri County Economic Development District is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this 2 day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair

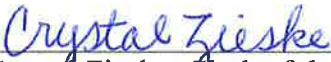


John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:



Crystal Zieske, Clerk of the Board

CONTRACT FOR SERVICES
Between
PEND OREILLE COUNTY, WASHINGTON
And the
TRI-COUNTY ECONOMIC DEVELOPMENT DISTRICT

THIS CONTRACT is made between Pend Oreille County, a political subdivision of the State of Washington, hereinafter referred to as (the "County"), and the Tri-County Economic Development District ("TEDD"), whose address is 986 South Main, Suite A, Colville, WA 99114-2513, hereinafter referred to as (the "Contractor")

WHEREAS, RCW 82.14.370 authorizes certain counties to impose a sales and use tax that is deducted from the amount of tax otherwise paid to the state under chapter 82.08 or 82.12 RCW; and

WHEREAS, pursuant to RCW 82.14.370 Pend Oreille County has imposed the sales and use tax for Public Facilities in Rural Counties; and

WHEREAS, Pend Oreille County established the "Public Facilities" Fund (134-000-000) authorized by RCW 82.14.370 to deposit these revenues; and

WHEREAS, RCW 82.14.370 stipulates that moneys collected under this statute may only be used to finance public facilities serving economic development purposes in rural counties and to finance personnel in economic development offices; and

WHEREAS, the Contractor is an economic development office; and

WHEREAS, it is in the public interest to support economic development throughout Pend Oreille County by utilizing the Public Facilities Funds to help finance personnel with TEDD, thereby enhancing its capacity.

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

SECTION 1. EFFECTIVE DATE OF THIS CONTRACT

This Contract is effective upon the date of the last signature below and terminates on December 31, 2024, unless terminated earlier pursuant to Section 8 of this Contract, however, Section 2.3A-B and Section 4.4 shall each survive such termination until fulfilled.

SECTION 2. SCOPE OF WORK

- 2.1 The Contractor represents by signing this Contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this Contract.

2.2 Public Facilities Funds provided through this Contract shall be used by the Contractor exclusively to finance personnel of the Contractor, the payment of 2024 dues for Pend Oreille County, and support towards transportation and economic development initiatives. Examples of ongoing activities of the Contractor conducted by or with the assistance of the Contractor's personnel include:

- A. **Economic Development:** The Contractor will foster economic growth and development in Pend Oreille County, Washington. They serve as a central hub for strategic economic development planning, providing resources, support, and guidance to businesses, entrepreneurs, and community stakeholders in the tri-county region through the Regional Comprehensive Economic Development Strategy. The Contractor supports the Pend Oreille County Associate Development Organization (ADO).
- B. **Regional Transportation:** The Contractor oversees the alignment of countywide planning policies and local comprehensive plans with the Regional Transportation Plan. They curate a six-year Regional Transportation Improvement Program essential for state funding eligibility. Additionally, they craft a Regionally Coordinated Public Transit-Human Services Transportation Program every four years, with biennial updates, to facilitate funding for public transportation. NEWRTPO administers Transportation Alternative funds for regional projects, supports local governments in transportation planning endeavors, and offers technical assistance at both local and regional levels. They foster region-wide coordination, acts as a conduit for statewide coordination on transportation projects and policies, and serves as a communication nexus among the public, legislators, and various governmental agencies across three counties.
- C. **Small Business Access to Capital:** The Contractor operates the Rural Opportunities Loan Fund to help finance business expansion, retention and start-up projects for borrowers who do not qualify for traditional loans. Funding comes from federal, state, and local sources in the form of grants, contracts for service and local membership investments.
- D. **Grant Support:** The Contractor will serve as the regional and County liaison with the Eastern Washington University project (Northeast Washington Trends) to collect and share a broad spectrum of information to support informed decision making by individual community members, governmental policy makers, non-governmental organizations, businesses, researchers and the media. The product of this effort will be publicly available at www.newwashingtontrends.org.
- E. **Coordination:** The Contractor shall provide the County improved coordination and effectiveness of federal, state, local and other program services and actions affecting the local economy. The Contractor will implement policies and procedures to facilitate a thorough coordination of efforts and close working relationships between the County, Pend Oreille County municipalities, and businesses. The Contractor will be responsible for ensuring that a cooperative working relationship exists between the Contractor and

other providers of small business services within the service area, such as, Chambers of Commerce, Business and Trade Associations, Regional Economic Development entities, Workforce Development Boards, State and Federal agencies, and similar entities.

2.3 The Contractor agrees to provide reports as outlined below.

- A. Each month meet with the Board of County Commissioners to report on the Contractor's economic development activities in the County.
- B. Reports should include information of the use, services, programs and economic development and transportation planning activities of the Contractor required under this Contract, reports may be written or verbal, and may include, but are not limited to:
 - 1. TEDD Update,
 - 2. Marketing Activity Update; Regional and County Specific,
 - 3. Rural Opportunities Loan Fund Update,
 - 4. NEWRTPO Activities and Opportunities,
 - 5. Northeast Washington Trends Update,
 - 6. Evidence of Collaboration and Relationship Development (Tribes, Cities, County, Businesses, and/or Organizations);
- C. Provide the County with a copy of regional Comprehensive Economic Development Strategy, Regional Transportation Plan, and Unified Planning Work Program.
- D. Submit an annual budget request, no later than October, outlining goals, objectives, and specific timelines for activities planned in the following fiscal year.

SECTION 3. CONTRACT REPRESENTATIVES

The County and the Contractor will each have a Contractor representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County Representative

Robert Rosencrantz, County Commissioner Chair
P.O. Box 5025, Newport, WA 99156
509-688-3131
rrosencrantz@pendoreille.org

Contractor Representative

Jeff Koffel, Executive Director
986 South Main, Suite A
509-684-4571
joffel@teddonline.com

SECTION 4. COMPENSATION

- 4.1 Funding to be used exclusively to fund Contractor's personnel and the payment of 2024 Dues for Pend Oreille County, based on the services as set forth in the Scope of Work in Section 2 above.
- 4.2 The maximum consideration for this Contract is not to exceed \$32,400.00 for 2024. No funds supplied under this Contract shall be expended for the purpose of private gain.
- 4.3 Payment shall be fully documented by an appropriate invoice form(s). Submission of incomplete or inaccurate information on an invoice may delay the payment process. Any delay in the payment process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Contract.
- 4.4 Invoice(s) shall be submitted to the following email address: jshacklette@pendoreille.org.
- 4.5 The County reserves the right to amend, delete, or add to the invoice form as it deems necessary. Any revisions or changes to the invoice will be provided to the Contractor in a timely manner.
- 4.6 If the Contractor fails to perform any substantial obligation of this Contract, and the failure has not been cured within 10 business days following notices from the County, the County may, in its sole discretion, and upon written notice to the Contractor, withhold all monies due to the Contractor, without penalty, until such failure to perform is cured.
- 4.7 The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of the Contractor or are otherwise mandated by Title 26 U.S.C.

SECTION 5. RECAPTURE PROVISIONS

- 5.1 In the event the Contractor fails to expend these funds in accordance with state law, federal laws, and/or the provisions of this Contract, the County reserves the right to recapture funds in an amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- 5.2 Such right of recapture shall exist for six (6) years after expiration of this Contract or final payment hereunder, whichever occurs later. Repayment by the Contractor of funds under this recapture provision shall occur within twenty (20) days of demand. In the event the County is required to institute legal proceedings to enforce this recapture provision, the County shall be entitled to its costs thereof, including reasonable attorney's fees.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 Under this Contract the County is providing funding to help finance the Contractor's personnel, who support the Contractor's own mission as an economic development office and the payment of Pend Oreille County dues to TEDD. The County does not assume any liability for the Contractor's work.
- 6.2 The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County.
- 6.3 The Contractor's obligations under these provisions include, but are not limited to investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents, or subcontractors.
- 6.4 Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.
- 6.5 It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 6.6 The provisions of this section shall survive the expiration or termination of this Contract.

SECTION 7. INSURANCE

- 7.1 The Contractor shall obtain and keep in force during the terms of this Contract, policies of insurance as follows:
 - A. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Contractor is located.
 - B. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in

the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Contract.

- C. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in this Contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

1. Broad Form Property Damage, with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability-including completed operations;
4. Premises-Operations Liability (M&C);
5. Independent Contractors and subcontractors;
6. Blanket Contractual Liability.

7.2 Miscellaneous Insurance Provisions

- A. Such insurance coverage shall be evidenced by one of the following methods:
1. Certificates of Insurance; or
 2. Self-insurance through an irrevocable letter of credit from a qualified financial institution.
- B. Certificates of coverage as required by this section shall be delivered to the County within (15) days of execution of this agreement.
- C. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration or defense expenses.
- D. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.
- E. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

- F. It is agreed by the parties that insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- G. It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- H. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.
- I. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Chapter 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- J. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of endorsement and forward that full text to the County.
- K. The County may, upon the Contractor's failure to comply with all provisions of the Contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

SECTION 8. TERMINATION

- 8.1 The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interest of the County. The County may terminate this Contract upon giving the Contractor thirty (30) days' written notice, except as otherwise provided herein. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing this Contract up to the date of such notice, subject to the other provisions of this Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after this Contract is signed or becomes effective, the County may immediately terminate

this Contract notwithstanding any other termination provision in this Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by the County to the Contractor. No costs incurred after the effective date of the termination will be paid.

- 8.3 If the Contractor breaches any of its obligations under this Contract and fails to cure the breach within 10 business days of written notice to do so by the County, the County may terminate this Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of this work elsewhere, and the Contractor will bear the costs and expenses incurred by the County in completing the work and all damages sustained by the County due to the Contractor's breach.
- 8.4 In the event the Contractor secures additional funding to finance personnel, the County may amend or terminate this Contract and reallocate some or all funds thereby released to finance public facilities serving economic purposes pursuant to state law.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under this Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the Pend Oreille County Board of Commissioners.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The Contractor shall perform the contracted work. Any designee shall have prior County approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for this Contract is set forth in the compensation provisions of this Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees.
- 10.3. The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.

SECTION 11. NONDISCRIMINATION

- 11.1 The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of services under this Contract or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.
- 11.2 In the event the Contractor fails or refuses to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared by the County ineligible for further funds. The Contractor shall be given a reasonable time in which to cure any such noncompliance. Any dispute may be resolved in accordance with the procedure set forth herein in Section 13-Disputes.

SECTION 12. RECORDS

- 12.1 The Contractor shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this Contract. The Contractor will retain all books, records, documents and other material relevant to this Contract for six (6) years after expiration of the Contract, or from the date final payment hereunder is made, whichever is later.
- 12.2 The 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 the County or the State Auditor may deem necessary, those books, records, and documents and other evidence retained by the Contractor with respect to all matters covered in this Contract. 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, payrolls, and records of matters covered by this Contract. These rights shall last for six (6) years after expiration of the Contract, or from the date final payment hereunder is made, whichever is later.
- 12.3 The County will use reasonable security procedures and protections to assure that related records and documents provided by the Contractor 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 the Contractor will remain its property unless otherwise agreed.
- 12.4 The Contractor shall cooperate with and freely participate in any other monitoring or evaluation pertinent to this Contract that the County needs to have conducted.

SECTION 13. DISPUTES

Differences, disputes and disagreements between the Contractor and the County arising under or out of this Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due to the Contractor will be decided by a majority of the Board of County Commissioners. All rulings, orders, instructions and decisions of the Board of County Commissioners will be final and conclusive.

SECTION 14. CONFIDENTIALITY AND PUBLIC RECORDS

- 14.1 The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior express written consent of the County or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the County written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by citizens, proponents or interested parties as to matters before the Contractor.
- 14.2 This Contract and all public records associated with this Contract shall be available from the 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 the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.
- 14.3 The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

SECTION 15. CHOICE OF LAW, JURISDICTION AND VENUE

- 15.1 This Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that this Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.
- 15.2 Any action of law, suit in equity or other judicial proceeding arising under or out of this Contract may be instituted and maintained only in the Superior Court for Pend Oreille County.

SECTION 16. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirements in all subcontracts into which it enters.

SECTION 17. MISCELLANEOUS

- 17.1 **Amendments.** Any renewal, amendment or modification to this Contract must be in writing, be signed by both parties and be attached to this Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the Board of County Commissioners and has become effective.
- 17.2 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.
- 17.3 **Ethics/Conflicts of Interest.** In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.
- 17.4 **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 17.5 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under this Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to

the other party to this Contract and to the partners, successors, and assigns of such party in respect to all covenants to this Contract.

- 17.7 **Severability.** If a court of competent jurisdiction holds any provisions of this Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of this Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 17.8 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives provision of this Contract. Notice may be also given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.9 **Entire Agreement.** The parties acknowledge that this Contract is the complete expression of their agreement regarding the subject matter of this Contract. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.
- 17.10 **Signatures.** The parties signing below represent they have read and understand this Contract and have the authority to execute this Contract.

CONTRACTOR


Tri-County Economic Development District

By: JEFFREY G. KOFFEL

Title: EXECUTIVE DIRECTOR

Date: 4/2/2024

COUNTY


Pend Oreille County
By: Robert Rosencrantz

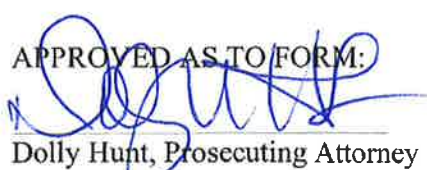
Title: County Commissioner, Chair

Date: 04/02/24

ATTEST:


Crystal Zieske, Clerk of the Board

APPROVED AS TO FORM:


Dolly Hunt, Prosecuting Attorney