

**MEMORANDUM OF UNDERSTANDING REGARDING  
HOUSING NEEDS ASSESSMENT AND BUILDABLE LANDS INVENTORY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 30<sup>th</sup> day of June, 2019, by and between **Skamania County**, (“County”), **the City of Stevenson** (“City”), and **Skamania EDC** (“EDC”).

**RECITALS**

A. The EDC has identified a housing needs assessment and buildable lands inventory as top priorities in its 2018 Strategic Plan.

B. Both the County and the City agree to the importance of completing a housing needs assessment and buildable lands inventory to further our economic development goals and guide the County and City as they plan infrastructure projects and comprehensive plan and zoning code updates.

C. The parties have reviewed the proposed contract outlining the phases of the project and associated deliverables as well as costs associated with each phase.

D. The parties wish to provide a Memorandum of Understanding regarding overall support for this project including financial contribution by each party.

**NOW, THEREFORE**, in support of the foregoing premises of this MOU and the agreements of the parties set forth herein, the parties hereby agree as follows.

**1. PURPOSE.**

**1.1 Agreement.** The parties agree that the housing needs assessment and buildable lands inventory is a crucial investment in our community to better understand existing and future needs and that the proposal and scope of work are complete with deliverables and outcomes that the parties accept.

**1.2 Negotiate.** The parties agree to negotiate in good faith an equitable distribution of the costs for completing the housing needs assessment and buildable lands inventory based on the contract provisions and deliverables outlined in the proposal from FCS GROUP and the Work Scope prepared on June \_\_\_\_, 2019.

**1.3 Duration.** The parties agree that the duration of the project will be approximately 6 months based on the timeline set forth in the scope of work and the MOU is valid until all phases of the project are complete and the contract work is finished.

**2. MISCELLANEOUS PROVISIONS.**

**2.1 Authority.** Each person executing this MOU on behalf of a party represents and warrants that such person has the authority to enter into this MOU on the terms and conditions contained herein.

**2.2 Notices.** Any notices, demands, or other communications to be given hereunder must be in writing and must be delivered personally or sent by first-class U.S. mail, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as any party may hereinafter or from time to time designate by written notice to the other parties given accordance herewith. Notice will be considered given when personally delivered or mailed and will be considered received by the party to whom it is addressed on the third day after such notice is given.

Notices to County: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices to City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices to EDC: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.3 Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this MOU.

**2.4 Confidentiality/No Recordation.** This MOU, any portion of this document, or any other document referencing these terms shall not be recorded in the real property records in the State of Washington. The parties shall keep the terms of this MOU confidential between themselves and shall not comment to any third-party regarding the potential for future negotiation between these parties except as otherwise required under the OPMA.

**2.5 Entire Agreement.** This MOU constitutes the entire agreement between the parties and cannot be changed or modified, other than in a writing executed by all parties hereto. There are no other agreements, oral or written, with respect to the subject matter hereof, except as expressed herein.

**2.6 Interpretation and Governing Law.** This MOU shall be governed by the laws of the State of Washington.

**2.7 Time of the Essence.** Time is of the essence of this MOU and of every provision hereof.

**2.8 Counterparts.** This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument.

**2.9 Representation.** The parties agree that any interpretation of the language contained herein shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_