

**INTERLOCAL AGREEMENT FOR
PORT OF PORT ANGELES
COMMUNITY PARTNER PROGRAM**

THIS AGREEMENT is entered into pursuant to Ch. 39.34 RCW, the Interlocal Cooperation Act, between the PORT OF PORT ANGELES, a Washington municipal corporation, located and doing business at 338 W. First Street, Port Angeles, Washington 98362 (the "Port"), and the CITY OF SEQUIM, a Washington city (the "City").

RECITALS

WHEREAS, pursuant to RCW 53.08.245, the Port has created a matching fund program known as the Port of Port Angeles Community Partner Program (the "Program"), whereby the Port has offered matching funds of up to \$65,000 in calendar year 2015 for use in trade promotion, tourism promotion, public education and awareness, and economic development projects for small cities and communities in Clallam County; and

WHEREAS, the City desires to participate in the Program in order to take advantage of the Port's matching funds.

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the Port and the City agree as follows:

AGREEMENT

1. The City shall receive matching funds from the Program in an amount not to exceed \$9,573.66, to be applied to expenses incurred in connection with the following economic development project (the "Project"):

The City of Sequim will equip the Guy Cole Community Center with state of the art high level audio/visual equipment. The building will have distributed speakers, microphones, large and small monitors and a camera system. The meeting rooms will be designed to accommodate 20-30 people participating in remote classrooms which can tie into a live lecture from a remote site and provide live audio and visual communications between the students (at multiple locations) and the teacher (located at the college campus, etc.). The spaces will also function as excellent video conferencing rooms.

2. The City shall submit supporting documentation to the Port of Port Angeles for reimbursement from the awarded funds. Reimbursement by the Port is based on actual expenses documented by the City through paid invoices. If funds are needed in advance, supporting documentation must be submitted to the Port to substantiate and justify the pre-payment. The City has until the end of calendar year 2015 to spend the awarded funds.

3. The City shall be solely responsible for timely payment of all invoices submitted by vendors, professionals, contractors and any other parties providing goods or services for the Project. Such invoices shall be provided to the Port upon the earlier of (i) ninety (90) days after the provision of the goods or services being billed for therein, or (ii) thirty (30) days prior to the end of the then-

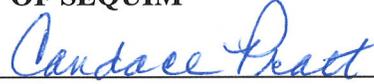
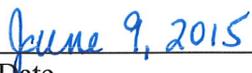
current operating year. The Port shall in turn make payment directly to the City within thirty (30) days of the Port's receipt of the invoice from the City.

4. Upon completion of the Project, the City shall submit to the Port Commission a written report summarizing the Project, and a verbal report may be requested at an open public meeting of the Port Commission.

5. The City shall be solely responsible for all costs, expenses, damages, claims and obligations arising out of the Project, and shall indemnify, defend and release the Port from and against any claim arising therefrom. Nothing herein shall be construed as creating any obligation on the part of the Port, including without limitation the Port's Commissioners, representatives, employees and agents, or the Community Partner Program, as a guaranty of payment of any obligation incurred by a City arising out of any and all projects undertaken thereby. Additionally, nothing contained herein shall be construed as an obligation benefiting any person or entity not a party hereto, or shall be deemed as inuring to the benefit of any third party.

6. The Port's "Policy & Procedure: Community Partner Program" is incorporated herein by this reference as though fully set forth in this agreement.

7. This agreement shall be dated as of the date last written below.

<p>PORT OF PORT ANGELES</p> <p> _____ Ken O'Hollaren, Executive Director</p> <p> _____ Date</p>	<p>CITY OF SEQUIM</p> <p>By:  _____ Candace Pratt</p> <p>Its:  _____ Mayor</p> <p> _____ Date</p>
--	---

Attest:



Karen Kuznek-Reese, MMC, City Clerk

Approved as to Form:



Craig A. Ritchie, City Attorney