CITY OF SEQUIM

ART DONATION AGREEMENT

THE STRONG PEOPLE JAMESTOWN S'KLALLAM TRIBE

THIS AGREEMENT is made this 7th day of November, by and between the Jamestown S'Klallam Tribe ("Tribe") and the City of Sequim, Washington ("City").

WITNESSETH:

WHEREAS, both the Tribe and the City believe public art is a tremendous asset to the community, specifically Native American art reflecting the Traditions of the Jamestown S'Klallam Tribe; and

WHEREAS, the Tribe has created a work of art, in the form of a totem pole ("Totem Pole"), which it wishes to donate to the City of Sequim for use as public art at the City's new Civic Center, and which is more specifically described or depicted on Exhibit A hereto attached and the story behind the design, as set out in Exhibit B hereto attached; and

WHEREAS, the City accepts the donation under the terms and conditions herein set forth:

NOW THEREFORE, the parties agree as follows:

1. The Tribe does hereby agree to irrevocably donate, transfer and convey to the City a Totem Pole, as more fully described and depicted in Exhibit A to this Agreement, on the date installation of the Pole is completed at the City's new Civic Center at 152 W. Cedar, Sequim, WA 98382 ("Installation Date").

2. The Installation Date will be determined by mutual agreement of the parties. If installation of the Pole takes several days, the Installation Date will be the final date of the installation period.

3. The City agrees to accept title to the Pole on the Installation Date.

4. The Totem Pole will be on continual display as public art within the City at the designated location.

5. The costs of installation of the Totem Pole will be borne by the Tribe.

6. Tribe shall retain all rights in the design of the Totem Pole.

7. The City shall not sell or otherwise dispose of the donated Totem Pole without

providing the Tribe with a ninety (90) day right of first refusal, in writing, to reacquire the Pole, at no cost. If the Tribe wishes to reacquire the Pole, within the designated timeframe, any costs associated with its relocation will be borne by the Tribe.

8. The City will provide the same care to the Totem Pole that the city provides for comparable property of its own. Precautions will be taken to protect objects from vandalism, fire, theft, and dirt. It is understood by the Tribe and the City that all tangible objects, particularly wood items, are subject to gradual inherent deterioration from dry-rot, insects and other causes for which neither party is responsible.

9. In an effort to maintain the integrity of the Totem Pole, the Tribe shall perform periodic maintenance such as cleaning, paint touch up, repairs, or other activities as deemed necessary by Tribe, after appropriate notice to the City.

10. The City shall make no alterations to the donated art work without first receiving the written authorization of the Tribe.

11. The City agrees to extend its General Property Coverage for the amount specified herein for the objects described in Exhibit A subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoring, or retouching process; hostile warlike action, insurrection, rebellion, etc.; nuclear reaction, nuclear radiation, or radioactive contamination. Insurance proceeds, if any, may be used to assist the Tribe in repairing or replacing the Totem.

12. The City shall have the right to photograph or reproduce depictions of the donated art work for educational, catalog, and publicity purposes, including, but not limited to depictions on the City websites and tourism promotion materials. It is understood that the Totem Pole may be photographed by the general public but this agreement does not authorize such photographs to be used for commercial purposes by any party.

13. This Agreement, when executed, shall be fully binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

14. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if placed in the United States mail, registered or certified, postage prepaid, addressed as follows:

Tribe:	Jamestown S'Klallam Tribe
Address:	1033 Old Blyn Highway Sequim WA 98382
Telephone:	360-683-1109
City:	City of Sequim Attn: City Clerk 152 West Cedar St Sequim WA 98382
Telephone:	360-683-4139

Any changes to the above addresses should be made in writing, in accordance with the terms of this provision.

15. This Agreement shall be governed by and construed pursuant to the laws of the State of Washington and the parties agree that venue with respect to any dispute or litigation shall be in Clallam County, Washington.

16. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

17. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as transmission of an original.

18. This Agreement may be executed in several counterparts, including exhibits, and all documents so executed shall constitute one agreement which shall be binding on all parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

19. This Agreement contains the entire understanding among the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties.

20. No consent or waiver, express or implied, by either party, to or of any breach or default by the other in the performance by the other of its obligations hereunder, shall be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such otber party hereunder. Failure on the part of either party to complain of any act or failure to act of any other party, or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

21. Should any litigation be commenced between the parties to this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as my be granted, to a reasonable sum as and for its attorneys fee in such litigation, including it actual costs and out of pocket expenses, which shall be determined by the court in such litigation brought for that purpose.

22. The parties hereto agree to execute and deliver any additional document that may be reasonably required to complete and execute the responsibilities of the parties as set forth herein.

23. This Agreement will become effective as of the date of the last signature of the parties.

Tribe:

W. Ron Allen

W. Ron Allen, Tribal Chairman/CEO

Date: Nov. 7, 2014

City of Sequim

Steven C. Burkett, City Manager

Date: 11-10-14

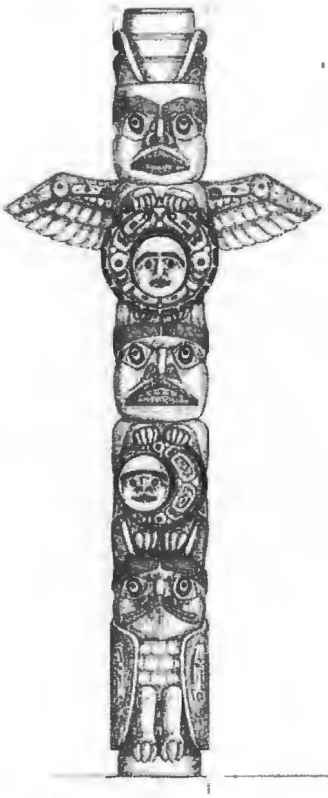
Approved as to form:

Sequim City Attorney

EXHIBIT A

Name of Totem Pole (English (S'Klallam)):	Sunny Sequim (wayú sxʷčkʷíyəŋ)
Medium:	Carved and painted wood.
Dimensions:	30 feet in height
Value for Insurance Purposes:	$150,000.00

Graphical depictions:



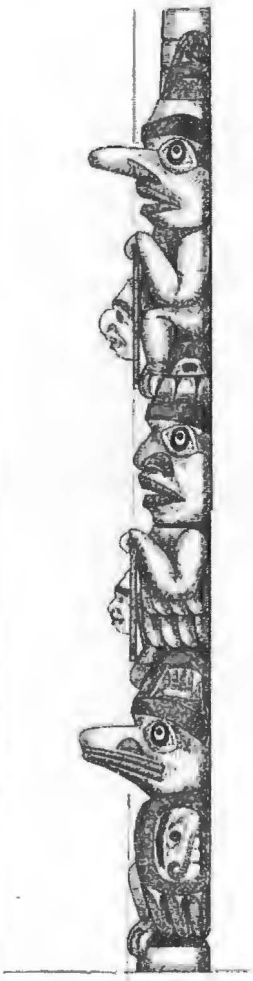


EXHIBIT B

Why the Sun Always Shines in Sequim

Long ago, before the world came to be as it is today, the climate was always cold, dark and stormy. This was because the "Chief of the Land Above" had all the heat and light of the world trapped in the fire pit in his house. He lived in the sky, far to the east, in a large house made entirely of stone.

At this time, there was a small village located on the shore of a beautiful, calm bay. The village was called Scqwe'yen (today we pronounce it "Skwim"). In this village lived a man, his dutiful wife, and their two young sons named Kweye'cen and Sck'ayec. The people of this village were growing weak from hunger. Constant storms rocked the ocean, so the men were unable to go out to fish. Wind, snow and hail beat down and froze all of the plants, roots and berries until there was no food left. The man prayed to the "Chief Above" asking him to take pity on the people. He then got in his canoe and paddled out into the bay, hoping to catch some fish to feed to his starving family and friends.

The Chief Above answered the young man's prayers by sending "Northwind" to capsize his canoe. The man drowned, leaving behind his widow and two sons. Through many hardships and privations, the widowed wife raised her two sons to be hard working, considerate and responsible young men. They became excellent hunters and fishermen. She also taught them the secrets of using the medicinal plants that grew in the forest. They became well known as "healers". With their hard work, skill and generosity, the brothers helped the entire village to survive and prosper.

As they approached manhood, the brothers felt duty-bound to avenge their father's cruel death. So one day, they took their bows, and gathered up all their arrows. The oldest brother, Kweye'cen, was the strongest, so he went first. He shot an arrow straight up in the air. The arrow went so high that it stuck in the sky. Then he shot a second arrow. This one stuck in the end of the first arrow. Then he shot a third arrow which stuck into the second arrow, and so on, until all his arrows had been shot. Then the younger brother, Sck'ayec, took his turn, and shot all of his arrows, continuing to stick one into the previous one until a long rope was formed that reached all the way from the "Sky World" down to the earth. Now the brothers climbed this rope, up through the clouds and entered the "Land Above". Once safely up the rope the brothers started walking toward the east in search of the dwelling place of the Chief Above.

After walking for a long time, they saw campfire smoke coming from the direction in which they were headed. Soon they came upon two young women sitting by the fire, roasting camas bulbs. This was Skwesqq (Robin) and Kwiskws (Blue Jay). As the brothers approached, one girl turned to the other and said, "Do you hear someone approaching?" The other girl replied, "Yes. Hello, is anyone there? Would you like to share our freshly roasted camas bulbs?" The brothers realized the girls were blind. After sharing their meal, Sck'ayec went into the nearby forest and gathered the proper medicinal plants, which he applied to the girls' eyes, restoring their vision.

Robin asked the brothers where they had come from and what were they doing so far from their home. Elder Brother answered, "We are seeking the "Highest Man" to avenge the cruel death he inflicted on our father." Blue Jay exclaimed, "The one you seek is our father. You must be careful, as he is a cruel and malicious person." Robin continued, "He treats us, his

daughters, as if we were slaves. He made us blind by forcing us to look into the bright light he keeps in his house. My breast is burnt red from him making me work too close to his fire pit, and Blue Jay's head and hair are all charred black (this is why, to this day Robins have a red breast, and Blue Jays have a black head). The sisters looked at one another for confirmation, then Kwiskws said, "Because you have restored our vision, we will help you with your quest."

The four companions travelled east until they came to a large stone house. The building glowed red from all the heat contained therein. Robin and Blue Jay warned the brothers to be careful when entering the house. The door was a large stone slab that slams shut. "When the door opens you must quickly jump in, or else you'll be crushed."

The sisters entered the house carrying two buckets of cold water, while the brothers hid outside. Acting as though they were still blind, Robin pretended to trip, falling into Blue Jay, causing both buckets of water to spill into the fire pit. The house filled with thick clouds of steam. The brothers timed their entrance carefully so as not to be crushed by the stone door. Hidden by the clouds of steam, they rushed into the house and killed their enemy before he even knew he was under attack.

Having accomplished their goal, Kweye'cen and Sck'ayec decided to remain in the "Land Above" and marry the sisters, Kwiskws and Skwesqq. However, they still felt an obligation to the people of their home village. Elder Brother said, "I am stronger, so I will carry this large ball of light, and walk across the sky every day. This will provide warmth and light for the people below, and I will be called Sqwqway (the Sun)." Then Younger Brother said, "I will carry this smaller ball of light and walk across the sky each night, and I will be called Ceqtlqayc (the Moon)."

To this day, the brothers continue to walk across the sky each day and each night, keeping a watchful eye on the people in the village of Scqwe?yen (Sequim).

[Adapted by Dale Faulstich from "Gum Husband", told by Mrs. Robbie Davis in Klallam Folk Tales by Erna Gunther]