

**INTERLOCAL AGREEMENT  
CITY OF ANACORTES - PORT OF ANACORTES  
SOUTH HARBOR PARK**

The City of Anacortes, a first-class municipal corporation of the State of Washington (hereinafter the "City") and the Port of Anacortes, a municipal corporation of the State of Washington (hereinafter the "Port"). In consideration of mutual covenants herein, agree to enter into the following interlocal agreement.

Whereas, pursuant to RCW 39.34 the City and Port are authorized to execute interlocal agreements for the purpose of providing services and facilities; and

Whereas, the City has a Parks & Recreation Department which manages and administers recreation programs and is willing to operate a marine oriented recreational and education program at South Harbor Park; and

Whereas, the Port desires to enter into an agreement with the City to operate and administer recreational educational water oriented programs at the South Harbor Park for the use and benefit of the general public;

Now, therefore, in consideration of the covenants and agreements hereinafter contained, the Port and the City agree as follows:

I. Description of property

The property subject to the agreement is known as South Harbor Park and is legally described in Exhibit "A" and depicted in Exhibit "B".

II. Term of Agreement

This agreement shall be effective upon the appropriate approval and signing of this Interlocal Agreement by both parties and the filing of this Interlocal Agreement with the Skagit County Auditor and the Washington Secretary of State, and shall terminate December 31, 1998.

III. Annual Review

This agreement shall be reviewed jointly by both parties in September of each year. Amendments to the Interlocal Agreement shall be mutually agreed between the parties prior to January 1 of each year of this agreement.

7. Open all recreational programs to entry and use by all persons regardless of race, creed, color, religion, sex, national origin, handicap or residence of users who are otherwise eligible.
8. In the administering of recreational programs, keep the property and facilities reasonably safe for public use. The City shall notify the Port immediately of any situation that poses a threat to public or facility safety.
9. Operate the programs in accordance with all applicable federal, state, and local laws and regulations.
10. Take reasonable steps to prevent trespass onto other adjacent Port owned property.
11. Insure all program participants have signed a Hold Harmless agreement, as shown in Exhibit "C", with the City indemnifying and holding harmless the Port from any and all claims, demands or suits at law or equity of any nature.
12. Pay to the Port on or before each January 15, April 15, July 15 and October 15 during the term of this agreement 25% of the gross revenues from all programs administered at the South Harbor Park during the previous calendar quarter.
13. Maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the City's administration of the South Harbor Park recreation education program. These records shall be made available to the Port for audit purposes during regularly scheduled business hours.
14. Be responsible for all costs of operating and administering the programs, including without limitation all costs necessary for acquiring or purchasing all supplies or equipment necessary for operating or administering the program.
15. Be responsible for submitting program dates for use of the park facility to the Port in order for scheduling of same to be approved by the Port.
16. Abide by the Port of Anacortes Rules and Regulations for South Harbor Park.

VIII. Default and Termination

If at any time either party is in material breach of its obligations under this Agreement, and such party does not remedy such breach within a reasonable time after written notice from the other party setting forth the nature of the breach, then the other party may terminate this agreement by written notice to the breaching party.

VIII. Entire Agreement

This is the Agreement between the parties relating to the subject matter hereof. This Agreement may not be amended or modified except by written agreement signed by both parties.

Dated this 25<sup>th</sup> day of April, 1996.

PORT OF ANACORTES

BY [Signature]  
Stan Kurowski, President

BY [Signature]  
Ken Moore, Secretary

CITY OF ANACORTES

BY [Signature]