

AMENDED INTER-LOCAL COOPERATION AGREEMENT

SEHOME HILL ARBORETUM

THIS AMENDED INTER-LOCAL COOPERATION AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF TRUSTEES OF WESTERN WASHINGTON UNIVERSITY AND THE CITY OF BELLINGHAM ON THIS _____ DAY OF _____, 2024,

WITNESSETH:

RECITALS

WHEREAS, both Western Washington University ("WWU") and the City of Bellingham ("City") desire to continue to cooperate in the development and operation of an arboretum area to be located on Sehome Hill in the City ~~of Bellingham~~; and

WHEREAS, ~~Western Washington University~~WWU and the City ~~of Bellingham~~ wish the Arboretum to continue to exist as an area to be preserved in a natural state, subject to the needs of ~~the University~~WWU and the City, as they may be manifest by mutual agreement, to be devoted to educational, aesthetic, low impact recreation and research purposes, and to be developed in a manner which is compatible with sound ecological principles; and

WHEREAS, both ~~Western Washington University~~WWU and the City ~~of Bellingham~~ are willing to continue to designate certain real property owned by said parties for arboretum purposes on a non-permanent basis; and

WHEREAS, ~~both Western Washington University~~WWU and the City ~~of Bellingham~~ wish to retain full ownership, right, and title in the real property which each has designated for arboretum purposes; and

WHEREAS, public agencies such as ~~Western Washington University~~WWU and the City ~~of Bellingham~~ are authorized under the provisions of RCW Chapter 39.34 to enter into agreements with one another for joint or cooperative action;

WHEREAS, this Interlocal Cooperation Agreement supersedes and replaces the Interlocal Cooperation Agreement between the parties executed in July 2015 with a term of August 6, 2015, through August 5, 2025;

NOW, THEREFORE, the Board of Trustees of Western Washington University and the City Council of the City of Bellingham do hereby mutually agree as follows:

AGREEMENT

1. ~~Western Washington University~~1. Intent and Purpose. WWU and the City ~~of Bellingham~~ do hereby continue their voluntary association for the development and operation of an arboretum located on Sehome Hill, within the City ~~of Bellingham~~, hereinafter referred to as the "Sehome Hill Arboretum". It is understood by both parties that said Arboretum (a) will be preserved in a natural state to the greatest extent possible, subject to the needs of ~~the University~~WWU and the City, as they may be manifest by mutual agreement, (b) will be devoted to educational, aesthetic, low impact recreation and research purposes, (c) will be open to access by the public, and (d) will be developed in a manner which is compatible with sound ecological principles.

~~2. Western Washington University~~ 2. Board of Governors. WWU and the City ~~of Bellingham~~ do hereby authorize and direct the continuance of a joint board to be responsible for the development and coordination of the Sehome Hill Arboretum program. This joint board shall be known as the Board of Governors of the Sehome Hill Arboretum.

- a) The Board of Governors shall be composed of eight (8) members, and shall include the following individuals:
 - (i) ~~The~~ City ~~of Bellingham~~ Director of Parks and Recreation or his/her designated representative;
~~representative.~~
 - (ii) ~~two~~ Two non-City ~~of Bellingham~~ staff members selected by the City Mayor ~~of the City of Bellingham.~~;
 - (iii) ~~Western Washington University~~ WWU Associate Vice President for Facilities Development and Operations or their designee.;
 - (iv) ~~two~~ Two WWU faculty and/or classified staff members selected by the WWU President ~~of Western Washington University~~, one of which will be affiliated with the House of Healing Longhouse Project.;
 - (v) ~~one~~ One member-at-large selected by the Arboretum Board of Governors. and
 - (vi) ~~one~~ One student appointed by the WWU Associated Students Organization.
- b) The Board of Governors shall serve without remuneration.
- c) The Board of Governors shall select its own chairman from the membership of the Board.
- d) The members of the Board of Governors, with the exception of the student member, shall hold their offices for terms of three (3) years, subject to reappointment. The student member will be appointed annually for a maximum of two years. The terms of office of the members of the Board of Governors shall be established so as to provide that the terms of not more than three (3) members will expire during any one year.
- e) The Board of Governors shall adopt by-laws for the Board and policy for the Arboretum.
- f) The City ordinances and regulations for Parks and Recreation Facilities shall apply and be enforced within the Arboretum boundaries.

3.3. Maintenance and Operation. The Board of Governors shall be empowered to work with the City and ~~Western Washington University~~ WWU in planning the use of such capital, operating and maintenance funds as shall be authorized by the City ~~of Bellingham or Western Washington University~~ or WWU, and such endowment funds to the Arboretum as may be received by either agency.

- a) ~~Western Washington University~~ WWU shall include the total 175.5 acres of arboretum area within their annual grounds reserve ground maintenance ~~request for State funding assistance~~ funds, and be responsible for on-going maintenance and operations of the Arboretum. ~~The~~ Except as provided in Section 7 for the House of Healing Longhouse, the City shall be responsible for

maintenance of roads, the parking lot, and the tower and the immediate surrounding grounds.

b) ~~Any~~ Except as provided in Section 7 for the House of Healing Longhouse, any new capital construction costs exceeding \$2,000 will be shared by ~~the University~~ WWU and the City on an equal basis. The capital improvement projects will be administered either by ~~Western Washington University~~ WWU or the City, in cooperation with the Board of Governors.

~~e) The University will establish and administer an Arboretum Capital Improvement and Endowment Fund.~~

~~dc)~~ The Board shall coordinate with ~~Western Washington University~~ WWU's maintenance and operations programs, all volunteer projects associated with the Arboretum.

~~ed)~~ The Board of Governors is authorized to comment/advise only as to ~~impact~~ impacts to property that lies within the jurisdiction of the Sehome Hill Arboretum.

4.4. Long Range Master Plan. The Board of Governors shall establish and submit priorities for maintenance and development of the Arboretum in accordance with the Long Range Master Plan adopted by the City ~~of Bellingham~~ and ~~Western Washington University~~ WWU.

~~5. Western Washington University~~ 5. Designation of Property. WWU and the City ~~of Bellingham~~ hereby agree to continue to designate certain real property for the Sehome Hill Arboretum. The extent and area of said real property is indicated on the Exhibit "A" maps, as approximately 38 acres, and Exhibit "B", as approximately 137.5 acres, both of which Exhibits are attached hereto and incorporated herein by this reference.

a) It is understood and agreed by both the City ~~of Bellingham and Western Washington University~~ and WWU that full title to, and ownership of, all real property now or in the future designated by either party for use in connection with the Sehome Hill Arboretum shall remain with the party so designating the property. Neither party hereto shall, at any time, assert, allege, or claim any right, title, easement, license, or ownership interest in any real property designated by the other party for use in connection with the Sehome Hill Arboretum.

b) The Board of Governors shall cause adequate notice to be given to members of the public that:

~~1)-(i)~~ (i) The real property contained within the Sehome Hill Arboretum area is owned by ~~Western Washington University~~ WWU and the City ~~of Bellingham~~;

~~2)-(ii)~~ (ii) Members of the public have been given permission by ~~Western Washington University~~ WWU and the City ~~of Bellingham~~ to pass over and use the property within the Sehome Hill Arboretum area; and

~~3)-(iii)~~ (iii) Said permission is revocable by ~~Western Washington University~~ WWU and the City ~~of Bellingham~~ at any time and for any reason.

~~6-6.~~ 6-6. Observation Tower. The City will assume all responsibility for maintenance and repair of the observation tower. ~~Western Washington University~~ WWU will be responsible for

normal grounds maintenance up to the building overhang, with the City being responsible for grounds maintenance under the tower. The City assumes full liability for any claims which arise as a result of the presence, or use of, the observation tower.

~~7.7.~~ 7.7. House of Healing Longhouse. The City and ~~Western Washington University~~ WWU agree to partner together to facilitate the construction of a Coast Salish Longhouse, House of Healing Building (“HoH Building”) and appurtenant outdoor facilities on a portion of the Arboretum property, which is owned by the City and is depicted in Exhibit “C” (“HoH Property”). The HoH Building, HoH Property, and all appurtenances thereto are referred to as the “HoH Project”. The parties will execute a low-cost, long-term lease, which will define each party’s rights and responsibilities for the construction and operation of the HoH Project. ~~Western Washington University~~ WWU will construct and operate the HoH Project as a cultural gathering space for its Native American students, faculty, and staff and a meeting place for the general public. The City will provide the real property for the HoH Project and \$600,000 for necessary off-site street and utility improvements for the project. ~~Western Washington University~~ WWU shall provide the City timely documentation showing that it used the \$600,000 provided by the City for the design and/or construction of the necessary off-site street and utility improvements for the HoH Project. ~~Western Washington~~ WWU shall promptly return any City funds not used for the design and/or construction of these street and utility improvements.

~~8.8.~~ 8.8. Term. The term of this Agreement shall be ten (10) years, commencing _____, 2024 and ending _____, 2034, unless sooner terminated as herein provided.

- a) The Board ~~of~~ of Governors shall be empowered to make recommendations to the City Council ~~of the City of Bellingham~~ and to the WWU Board of Trustees ~~of Western Washington University~~ concerning the continuation, modification or termination of this Inter-Local Cooperation Agreement ~~;~~ ;
- b) The Board of Governors shall submit a report of the prior year’s activities each February to the ~~Western Washington University~~ City Council and WWU Board of Trustees ; and ~~the Bellingham City Council~~.
- c) Either party may terminate this Agreement prior to the expiration of the ten-year term by providing written notice to the other party at least twelve (12) months prior to the date of intended termination.

~~9.9.~~ 9.9. Entire Agreement. This Inter-Local Cooperation Agreement contains the entire agreement between ~~Western Washington University~~ WWU and the City ~~of Bellingham~~ and shall not be modified in any manner except by an instrument in writing executed by both parties

EXECUTED this ____ day of _____, 2024, ~~for~~ ;

Signatures on the following page

WESTERN WASHINGTON UNIVERSITY:

By _____
Sabah Randhawa
~~Acting President~~
President

Approved as to form only:

Kerena Higgins
Assistant Attorney General

EXECUTED this _____ day of _____, 2024, for
CITY OF BELLINGHAM:

Department Approval:

Kim Lund, Mayor
Director

Nicole Oliver, Parks & Recreation

Attest:

Approved as to form:

Finance Director

Office of the City Attorney

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 3/13/2024 3:55:46 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Final Amended Sehome Arboretum Inter-local Agreement v1.doc	
Modified filename: Final Amended Sehome Arboretum Inter-local Agreement v4.doc	
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Delete	85
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<u>Table Insert</u>	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
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Format changes	0
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