

INTER-LOCAL COOPERATION AGREEMENT

SEHOME HILL ARBORETUM

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

WITNESSETH:

WHEREAS, both Western Washington University and the City of Bellingham 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 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 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 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 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 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;

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:

1. Western Washington University 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 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 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) City of Bellingham Director of Parks and Recreation or his/her designated representative.
 - ii) two non-City of Bellingham staff members selected by the Mayor of the City of Bellingham.
 - iii) Western Washington University Director of Facilities Management or his/her designated representative.
 - iv) two WWU faculty and/or classified staff members selected by the President of Western Washington University.
 - v) one member-at-large selected by the Arboretum Board of Governors.
 - vi) one student appointed by 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. The Board of Governors shall be empowered to work with the City and Western Washington University in planning the use of such capital, operating and maintenance funds as shall be authorized by the City of Bellingham or Western Washington University, and such endowment funds to the Arboretum as may be received by either agency.

- a) Western Washington University shall include the total 175.5 acres of arboretum area within their annual grounds maintenance request for State funding assistance, and be responsible for on-going maintenance and operations of the Arboretum. The City shall be responsible for maintenance of roads, the parking lot and tower and the immediate surrounding grounds.

- b) Any new capital construction costs exceeding \$2,000 will be shared by the University and the City on an equal basis. The capital improvement projects will be administered either by Western Washington University or the City in cooperation with the Board of Governors.
 - c) The University will establish and administer an Arboretum Capital Improvement and Endowment Fund.
 - d) The Board shall coordinate with Western Washington University maintenance and operations programs, all volunteer projects associated with the Arboretum.
 - e) The Board of Governors is authorized to comment/advise only as to impact property that lies within the jurisdiction of the Sehome Hill Arboretum.
- 4. 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.
- 5. Western Washington University 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 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) The real property contained within the Sehome Hill Arboretum area is owned by Western Washington University and the City of Bellingham;
 - 2) Members of the public have been given permission by Western Washington University and the City of Bellingham to pass over and use the property within the Sehome Hill Arboretum area; and

- 3) Said permission is revocable by Western Washington University and the City of Bellingham at any time and for any reason.
6. Observation Tower. The City will assume all responsibility for maintenance and repair of the observation tower. Western Washington University 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. The term of this Agreement shall be ten (10) years, commencing August 6, 2015 and ending August 5, 2025, unless sooner terminated as herein provided.
 - a) The Board: of Governors shall be empowered to make recommendations to the City Council of the City of Bellingham and to the 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 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.
8. This Inter-Local Cooperation Agreement contains the entire agreement between Western Washington University 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 9th day of July, 2015, for
WESTERN WASHINGTON UNIVERSITY:

By Brent Carabajal
BRUCE SHEPARD
President BRENT CARBAJAL
ACTING PRESIDENT

Approved as to form only:

Lisa S. Wochos 6-30-15

Lisa Wochos
Assistant Attorney General

EXECUTED this 1st day of June, 2015, for
CITY OF BELLINGHAM:

Departmental Approval:

Kelli Linville
Kelli Linville, Mayor

James King
James King, Parks & Recreation Director

Attest:

Bruce Shepard
Finance Director

Approved as to Form:

Don A. Johnson
Office of the City Attorney

EXHIBIT A
Sehome Hill Arboretum
Western Washington University Property



EXHIBIT B

Sehome Hill Arboretum
City of Bellingham Property

