

CITY COUNCIL AGENDA BILL

SUBJECT	FOR AGENDA OF	COUNCIL ASSIGNMENT	BILL NUMBER
City-Port Interlocal Agreement for the Implementation of the Waterfront Futures Group Recommendations	12.13.04	FINANCE	016327
ATTACHMENTS	CLEARANCES	INITIAL	DATE
Interlocal Agreement for the Implementation of the Waterfront Futures Group Recommendations	Dick McKinley, Public Works	<i>DM</i>	8 Dec 2004
	Jorge Vega, Planning	<i>JV</i>	12/8/04
	Legal	<i>JN</i>	12-8-04
	Mark Asmundson, Mayor		
<p>SUMMARY STATEMENT:</p> <p>By a previous interlocal agreement, the City and Port established a Waterfront Futures Group to develop recommendations regarding future development of the Bellingham waterfront. This group delivered its recommendations in draft form to the City and Port on June 24, 2004. This current interlocal agreement provides for the implementation of the recommendations of this citizens advisory group.</p> <p>The interlocal agreement establishes a joint ongoing citizens advisory group, the "Waterfront Advisory Group" to ensure thoughtful implementation of the recommendations of the Waterfront Futures Group; it provides for joint City and Port cooperation in planning for the waterfront redevelopment; and it sets forth generally the City and Port responsibilities for the redevelopment plan. The parties intend that as the project progresses, future agreements will be entered into to address the specific implementation of the waterfront redevelopment plan.</p>			
<p>FISCAL IMPACT</p> <p>Joint commitment of the City and Port to develop a budget and fund the advisory group.</p>			
<p>RECOMMENDED ACTION:</p> <p>Authorize the Mayor to enter into the Interlocal Agreement for Implementation of the Waterfront Futures Group Recommendations</p>			
<p>COMMITTEE RECOMMENDATION / ACTION:</p>			
<p>COUNCIL ACTION:</p>			

**INTERLOCAL AGREEMENT FOR THE
IMPLEMENTATION OF THE
WATERFRONT FUTURES GROUP RECOMMENDATIONS**

THIS INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF THE WATERFRONT FUTURES GROUP RECOMMENDATIONS (the "Agreement") is made and entered into by and between the **PORT OF BELLINGHAM** ("Port") and the **CITY OF BELLINGHAM** ("City"), pursuant to Chapter 39.34 RCW, to address in a comprehensive manner issues necessary for the successful redevelopment of the Bellingham waterfront. The Port and the City may be collectively referred to herein as the "parties."

**ARTICLE I
RECITALS**

WHEREAS, the Port and the City have, by a previous interlocal agreement, jointly established and funded the Waterfront Futures Group ("WFG"). This citizen advisory panel was tasked to develop recommendations on issues regarding future development adjacent and within Bellingham's saltwater waterfront and to report its recommendations to both the Port and the City; and,

WHEREAS, after an extensive public process, the WFG developed their recommendations for Bellingham's waterfront, which was delivered in draft form to the Port and the City on June 24, 2004, a copy of which is attached hereto at Exhibit "A"; and,

WHEREAS, continued support, recognition, and encouragement of the WFG recommendations is a critical element in successful implementation of its recommendations; and,

WHEREAS, successful waterfront redevelopment requires substantial investment in and maintenance of public land side and marine infrastructure. Success can be realized more quickly, efficiently, and effectively if each governmental agency is specifically responsible for constructing, maintaining, and operating public infrastructure in which it has experience and expertise; and,

WHEREAS, joint cooperation and efforts of both the Port and the City will be necessary in waterfront development activities; and.

WHEREAS, the parties recognize that the successful redevelopment of the waterfront benefits the economic and social welfare of the community.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Port and the City agree as follows:

Interlocal Agreement for the Implementation
of the Waterfront Futures Group Recommendations - 1

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 676-6903

**ARTICLE II
PURPOSE, SCOPE, AND MANAGEMENT
OF WATERFRONT ADVISORY GROUP**

1. **Need and Purpose.** The Port and the City recognize the need to establish an on-going advisory group to help ensure the thoughtful implementation of the recommendations of the WFG. The purpose of this article is to establish the general framework and underlying principles for the Waterfront Advisory Group ("WAG"). The parties will use their best efforts to establish the WAG by January 31, 2005.

2. **Geographic Scope of the WAG.** The geographic scope of the group is depicted on Exhibit "B" and includes the area from the southerly city limits of Bellingham, including Chuckanut Bay, to the tideland ownership of Leigh Cement Company located on the northerly side of Bellingham Bay.

3. **WAG Membership.** The WAG shall consist of community citizens of the City and Whatcom County with familiarity and interest in such things as, by way of example, waterfront development, regulations, environment, culture, history, employment, and community activities. Five (5) candidates shall be nominated and appointed by the Port of Bellingham Commission and five (5) candidates shall be nominated and appointed by the Mayor of the City of Bellingham. The members shall serve in staggered three (3) year terms. The WAG shall annually select a chairperson. In appointing representatives, the Port and the City should consider members from the following representative groups, which are listed solely for example purposes and not for limitation:

- The Lummi Nation and/or Nooksack Indian Tribe;
- The Waterfront Futures Group;
- Established City committees, boards, or commissions; and,
- The Port Marina Advisory Committee.

4. **Purpose of the WAG.** The purpose of the WAG shall be, among other things as determined by the Port and the City, to provide advice and guidance as the Port and the City may jointly request.

5. **WAG Duties.** The WAG duties include, but are not limited to:

- Working with Port and City staff to ensure ongoing public awareness, knowledge of and involvement in waterfront revitalization, and redevelopment activities, through public forums, and waterfront events;
- Working with Port and City staff to integrate recommendations of the WFG in adopted Port and City plans, existing programs, and ongoing projects, and to

consider those recommendations in developing waterfront plans, projects, and regulations (See Exhibit "A" attached hereto for WFG recommendations);

- Working with Port and City staff to achieve consistency of City and Port planning documents and regulations for waterfront planning and development;
- Reviewing, commenting, and providing input on the consistency of proposed plans, projects, and regulatory amendments concerning the waterfront;
- Working with City and Port administrations to plan and host public forums and opportunities for community participation on matters affecting the waterfront and to incorporate the waterfront into the community as a whole;
- Advise the City and the Port concerning the establishment of benchmarks of progress on waterfront goals and periodically reporting to the Port of Bellingham Commission and the City Council on the progress in obtaining those waterfront goals; and,
- Advocating for waterfront development consistent with adopted plans.

ARTICLE III CITY AND PORT JOINT COOPERATION

6. **City and Port Plan Consistency.** The City and the Port each maintain various planning documents in order to discharge their responsibilities and authorities as governmental entities. These various planning documents may be related, leveraged, and coordinated to the extent authorized by law to achieve the purposes of this Agreement. These plans include, by way of example, documents such as the Port's Comprehensive Scheme of Harbor Improvements, the City's Comprehensive Plan, the City's Neighborhood Plan for the waterfront area, the City's Shoreline Master Program, and various Port and City park and capital improvement plans (road, sewer, infrastructure, marina development). The City and the Port shall consult with each other and work cooperatively to facilitate the coordination of these various plans and regulations to incorporate recommendations of the WFG and to achieve consistency within each other's documents.

7. **Code and Regulation Consistency.** The City and the Port recognize the need to adopt appropriate regulations, codes, resolutions, or amendments to their respective codes, regulations, or resolutions to accomplish the intent of this Agreement. The parties will endeavor to undertake these actions and processes related thereto as expeditiously as possible as each case requires.

8. **Bellingham Bay Cleanup.** The City and the Port reaffirm their respective commitment to tenets and agreements made in the Bellingham Bay Pilot Agreement, while reserving all of their rights regarding environmental liability.

9. **Special Development Areas/Subzones.** The City and the Port may, from time-to-time, create special development areas or subzones within the geographic scope of this Agreement for areas requiring more detailed specificity in their development. These special development areas are those areas of special interest between the parties or those areas that are directly owned in whole or in part by either entity. These areas may be designated shoreline priority areas where streamlined public infrastructure development and land use approval and building permitting approval processes are developed. It is anticipated that the parties will develop and execute a separate interlocal agreement for each subzone to identify shoreline priority areas and provide for further specificity of development requirements.

ARTICLE IV CITY AND PORT WATERFRONT RESPONSIBILITIES

10. **Infrastructure.** Except as specifically provided herein, the Port shall be responsible for the development and maintenance of all public marine transportation infrastructure, including boat launches, docks, piers, marinas, marine transportation infrastructure and the like. In this regard, the Port will assume responsibility for the Boulevard Park in-water marine moorage facilities currently owned and operated by the City. Except as specifically provided herein, the City shall be responsible for all land side infrastructure, including roads and utilities. As the parties acknowledge and recognize that the specific details of these infrastructure improvements are not currently known, the parties will agree to the particular specifics by separate agreement(s). The parties agree that by June 30, 2005, they will identify all outstanding agreements between the parties related to the geographical area covered by this Agreement. Within said time frame, the parties will incorporate those existing agreements into this Agreement; provided however, in the event that there are conflicts between any existing agreements and this Agreement, the parties will endeavor to modify, amend, or terminate those existing agreements to be consistent with and not interfere with the goals and purposes of this Agreement. In this regard, the City and the Port recognize with any future subzone there may be any number of reserved easements, right-of-ways, and similar encumbrances and other requirements or agreements that may frustrate or impact the ability to implement the goals of the subzone interlocal agreement. This may require the elimination of such existing encumbrances and the creation of new right-of-ways and/or easements for utilities and public transportation corridors.

11. **Exceptions to the Infrastructure Division.** The Port will retain responsibility for all existing Port parks and walkways, including Marine Park, Bellingham Cruise Terminal, and associated walkways, Squaticum Harbor and associated walkways, and Zuanich Point Park.

The City will retain responsibility for the over-water trail system between downtown Bellingham and Fairhaven and maintain responsibility of its shoreline properties.

12. **Public Access.** Providing public access along the saltwater shoreline is a public responsibility, provides a general public benefit, and is an essential part of the waterfront redevelopment efforts. Accordingly, the parties shall work cooperatively and jointly to identify and plan for appropriate public access opportunities to benefit the public. As those public access opportunities are currently unknown, the parties will agree, in a separate writing or writings, on the site specifics as redevelopment occurs. Conceptually, however, the general idea is that required land side new public access will be developed, maintained, operated, and financed by the City in consultation with the Port and consistent with the City's Shoreline Master Plan, as amended. All marine public access, including boat launches, will be developed, maintained, operated, and financed by the Port in consultation with the City and consistent with the City's Shoreline Master Plan.

ARTICLE V MISCELLANEOUS TERMS

13. **Administration of this Agreement.** This Agreement shall be jointly administered by the City, acting through the Mayor or the Mayor's designee, and the Port, acting through the Executive Director or the Executive Director's designee. In this regard and with the prior written approval of the parties, either the City or the Port may act as the lead party for contracts entered into in furtherance of this Agreement.

14. **Joint Funding.** Each year, the City and the Port shall jointly develop a budget for the WAG. In those instances where the City or the Port will contract for services provided in furtherance of this Agreement and the City and the Port have agreed to share the expense, the City and the Port shall set forth their respective financial obligations in writing prior to executing the contract.

15. **Term of Agreement.** Except as may be otherwise stated herein, the term of this Agreement shall commence on January 1, 2005, and shall continue in effect until December 31, 2025.

16. **Amendment.** Representatives of the City and the Port shall meet from time-to-time to recommend amendments to this Agreement or any future appendices. The City and the Port recognize that such proposed amendments shall be reduced to writing and taken before the Port of Bellingham Commission and City Council for approval.

17. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

18. **Severability.** In case 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 provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In the case of invalidity, City and Port representatives shall meet and work to resolve the issue to accomplish the purpose of this Agreement.

19. **Additional Acts.** The City and the Port recognize and expect that additional acts will be required to achieve the intent of this Agreement. Therefore, to the extent authorized by law, the City and the Port commit to take whatever additional acts that may be reasonably required to achieve the intent of this Agreement.

20. **Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated and represents the combined work product of the City and the Port. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the City or the Port shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

ADOPTED by each government noted below in an open public meeting on the date noted.

PORT OF BELLINGHAM

By: _____
Commissioner

Dated: _____

By: _____
Commissioner

Dated: _____

By: _____
Commissioner

Dated: _____

CITY OF BELLINGHAM

By: _____
Mayor

Dated: _____

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ATTEST:

APPROVED AS TO FORM

By: _____
Finance Director

By: _____
City Attorney

Interlocal Agreement for the Implementation
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