

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202506005

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Non Departmental - EDI
Contract or Grant Administrator:	Tawni Helms, Office Administrator
Contractor's / Agency Name:	Port of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC:	
Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): CFDA#:	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s):	
Is this contract the result of a RFP or Bid process? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): Cost Center: 32422437.7220 and 7225	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount (sum of original contract amount and any prior amendments): \$ 2,899,813 - (Loan:\$933,271 and Grant:\$1,966,542) This Amendment Amount: \$ Total Amended Amount: \$	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
Summary of Scope:	
The Port has received funding for the acquisition of the Boxx Berry Farm located at Northwest Drive for the purpose of developing a WA Agricultural Research Station funded through the Economic Development Investment Fund.	
Term of Contract: 20year loan term Expiration Date: 12/31/2045	
Contract Routing:	
1. Prepared by:	Tawni Helms Date: 05/27/2025
2. Attorney signoff:	Brandon Waldron Date: 06/09/2025
3. AS Finance reviewed:	BBennett Date: 06/12/2025
4. IT reviewed (if IT related):	Date:
5. Contractor signed:	Date:
6. Submitted to Exec.:	Date:
7. Council approved (if necessary):	Date:
8. Executive signed:	Date:
9. Original to Council:	Date:

## **Economic Development Investment Program Interlocal Loan & Grant Agreement**

### **I PARTIES**

This Agreement is made by and between **Whatcom County** (hereinafter referred to as **the County**), and **the Port of Bellingham** (hereinafter referred to as **the Port**).

### **II TERM**

This Agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section V, MUTUAL CONSIDERATION, Subsection C, REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section VIII, TERMINATION.

### **III PURPOSE**

The purpose of this Agreement is to provide funding support for the development of an agricultural research facility, referred to as the Whatcom Agricultural Research Station (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure development. These funds will be used to complete the Project as outlined in the Economic Development Investment (EDI) Program Application as attached (Attachment C).

### **IV RECITALS**

The Parties make this Agreement based on and in recognition of certain relevant facts and circumstances including:

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Whatcom County Code 2.130 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Whatcom County Public Utilities Improvement Fund.
- B. The Port will acquire the Site. The purchase will be partially funded by a **\$933,271.00 loan from the Whatcom County Public Utilities Improvement Fund, a \$1,966,542.00 grant from the Whatcom County Public Utilities Improvement Fund**, and the balance of the Project will be funded by the State of Washington as outlined in Attachment C. The Port will acquire the Boxx Berry Farm at 6211 Northwest Drive consisting of 58.81 acres which includes a 3,000 square foot facility with research space, restrooms, workspace, storage areas and a 2,450 square foot processing facility and office space that is modernized, multi- use facility and other

accessory structures intended to be used for the same purpose. The Port will own the public facility which will house a Whatcom Agricultural Research Station that facilitates and expedites research projects between other stakeholders such as Whatcom County farmers, Washington State University, higher education institutions, USDA, private research programs and other accessory uses related to agriculture as allowed by the lease approved by the Port. The Whatcom Agricultural Research Station will be managed and operated through the Whatcom Food and Farming Station ("WFFS"), a Washington non-profit corporation or other entities consistent with this purpose approved by the Port of Bellingham.

C. RCW 82.14.370 was adopted to serve the goals of promoting the ongoing operation of business in rural distressed areas, promoting the expansion of existing businesses in rural distressed areas, attracting and developing new businesses, and providing family wage jobs and the development of communities of excellence in such areas. The parties expect the Project to further these goals.

D. RCW 82.14.370 defines public facilities to include bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and Port facilities in the state of Washington.

E. The County has created the EDI Board to review applications for loans and grants from the Public Utilities Improvement Fund and to make recommendations for Public Utilities Improvement Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.

F. The EDI Board has reviewed the application for Public Utilities Improvement Funds and has recommended approval to the Whatcom County Council.

G. The County EDI Board has reviewed and recommended this project application be approved with a recommendation of a loan in the amount of \$933,271 and a grant in the amount of \$1,966,542, for a total of \$2,899,813. A copy of the EDI application for this project is attached by reference to this Agreement.

H. The Whatcom County Council reviewed the recommendation and approved a loan to the Port from the Public Utilities Improvement Fund in the amount of \$933,271, and a grant to the Port from the Public Utilities Improvement Fund in the amount of \$1,966,542.

I. The Public Utilities Improvement Fund balance is sufficient to make the requested loan and grant to the Project.

J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## **V MUTUAL CONSIDERATION**

The parties do not intend to create any new or separate legal or administrative entity by this Agreement but intend for this mutual Agreement to govern the County's financial support for the Project. The terms and conditions contained herein reflect the voluntary participation of the parties.

A. PORT OF BELLINGHAM RESPONSIBILITIES: The Port hereby agrees as follows:

- (i) The Port shall be responsible for all aspects of closing on the sale of the property located at 6211 Northwest Drive, Ferndale, Washington.
- (ii) The Port will comply with all applicable laws, rules and regulations relating to purchasing the property and developing the Project. The County shall have no responsibility for the Project other than the funding set forth herein.
- (iii) The Port shall provide the County with a final report showing the actual cost of the Project and the actual sources and uses of funding for the Project.
- (iv) The Port shall repay the loan in full in accordance with the terms of Section V.C below and the amortization schedule set forth in Attachment A, attached hereto.
- (v) The Port shall use the property only for the purposes of the Project, defined in IV B for a period of twenty years.
- (vi) If the Port sells the entire property or changes the use of the property from the Project prior to June 30<sup>th</sup>, 2045, both the grant and loan portions of the funding must be repaid to the County, including any accrued interest.
- (vii) If the Port only sells a portion of the property with no impact to the designated use of the Project, proceeds from the sale will go towards reimbursing the County the grant portion of this award or may be reinvested into the property or Project with approval from the EDI Board, Whatcom County Executive, and Whatcom County Council.

B. WHATCOM COUNTY'S RESPONSIBILITIES: The County hereby agrees as follows:

- (i) COUNTY LOAN—The County shall *loan* Nine Hundred Thirty-Three Thousand Two Hundred Seventy-One Dollars and Zero Cents (\$933,271.00) for the Project described herein (the "Loan"). This Loan shall be by County check drawn on the Public Utilities Improvement Fund and payable to the Title Company at the time of closing on the property described in the IV(B), Recitals, upon approval and execution of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii) Payout of Loan and Grant Funding.
- (ii) COUNTY GRANT—The County shall issue a *grant* to the Port for up to One Million Dollars and Zero Cents (\$1,966,542.00) for the Project described herein. This grant shall be by County warrant drawn on the Public Utilities Improvement Fund and payable to the Title company administering the closing on the property described in IV (B) – Recitals upon approval of this agreement by the Whatcom County Council and the Port, and pursuant to the terms contained in (iii), Payout of Loan and Grant Funding, below.

- (iii) **PAYOUT OF LOAN AND GRANT FUNDING**—The County shall pay out the loan and grant funding up to a maximum of Two Million Eight Hundred Ninety-Nine Thousand Eight Hundred Thirteen Dollars and Zero Cents (\$2,899,813.00) of the total project costs. This amount shall be paid in accordance with Attachment B, attached hereto. Disbursements of grant and loan funding shall be made contingent upon and subject to the continued commitment of the other project funding sources.
  - (iv) Unless the parties to this agreement mutually agree in writing to modify the consideration, the funding identified herein is all the County is obligated to pay towards this project. To the extent permitted by law, the Port agrees to protect the County from, hold it harmless from, and indemnify it for, any charges that may be levied in excess of the agreed amount.
- C. **REPAYMENT OF COUNTY LOAN**—The Port shall repay the Loan as follows:
- (i) The term of the Loan shall be twenty years, commencing from the date that the County disburses the Loan proceeds to the Port. Interest shall accrue on the unpaid principal at a rate of 1% per annum. Interest shall begin accruing from the date of disbursement of loan funds.
  - (ii) The Port will make loan payments to the County annually on or before the anniversary date of receiving loan proceeds in accordance with the attached amortization schedule (Attachment A). Loan payments must be delivered to the Whatcom County Executive Dept., Suite 108, 311 Grand Avenue, Bellingham, WA 98225.
  - (iii) Failure to make the payment in the required amount by the date it is due according to the amortization schedule hereto attached shall constitute an event of default by the Port. In the event that the Port fails timely to make a Loan payment hereunder, the County shall notify the Port of the failure and the Port shall have fourteen (14) days to cure its failure. At the option of the County, such an event of default and the Port's failure to cure within the stated time period is a sufficient basis upon which the County may take action to collect the amount that is delinquent, and if the County takes action to collect pursuant to this provision, the Port shall pay to the County not only the amount owing, but also any collection of reasonable costs incurred by the County. Furthermore, if the Port fails to make a payment on the Loan within thirty (30) days of the date it is due, and if the County has provided the Port with the notice provided for in this section, then the County may choose to declare the remaining balance of the loan due and owing.
  - (iv) There is no prepayment penalty should the Port desire to retire this debt early, either in whole or in part but prepayment shall not waive the use restriction on the property.

## **VI RECORDS, REPORTS AND AUDITS**

The Port agrees to maintain such records, make such reports and follow such procedures pertaining to this Agreement as may be reasonably required by the County and as are typically maintained and made by the Port in the undertaking of a project of this nature. All Port records pertaining to this Agreement and the Project work shall be retained by the Port for a period of three (3) years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State government shall have access to any books, documents, papers, and records of the Port which pertain to this Agreement or the Project work for the purpose of making audit, examination, excerpts, and transcriptions.

## **VII RELATIONSHIP OF PARTIES AND AGENTS**

Neither the Port nor the County shall have authority to execute contracts or to make commitments on behalf of the other, and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the Port. This agreement does not create, either implicitly or explicitly, any right, duty or obligation that is not expressly provided for herein.

The Port represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform the Project work. Such personnel shall not be employees of, or contractors with the County for purposes of the project described herein. All such personnel, contractors, and/or subcontractors shall be fully qualified (as determined by the Port in its sole discretion) and authorized/permitted under State and/or local law to perform such services.

## **VIII TERMINATION**

If the Port fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including, but not limited to, the termination or closeout of this Agreement in the manner specified herein:

- A. **TERMINATION FOR CAUSE**— If the Port fails to comply with the terms and conditions of this Agreement, the County will give notice to the Port in writing of its failure to comply. The Port will be given thirty (30) days from date of notice to comply with the terms of the Agreement or submit a plan acceptable to the County to bring the Port into compliance with the Agreement within a time period reasonably acceptable to the County. Failure to comply with the terms and conditions of this Agreement by either party shall constitute an event of default. In the event of default by the Port and a failure by the Port to cure as provided for herein, the County may take such remedial actions under the law as are available to cure the default, including the imposition of the reasonable costs of collection. In the event of default by the County, the Port may take such remedial actions under the law as are available to cure the default, including specific performance.

- B. **TERMINATION FOR OTHER GROUNDS**—This Agreement may be terminated in whole or in part by mutual consent and written agreement between the parties, duly authorized and executed, setting forth the conditions of termination, including effective date and, in case of termination in part, that Portion to be terminated.

## **IX COMPLIANCE WITH LAWS**

The County and the Port shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments with regard to the performance of this Agreement.

## **X INTEREST OF MEMBERS OF THE COUNTY AND THE PORT**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Agreement.

## **XI HOLD HARMLESS AND INDEMNITY**

To the extent permitted by law, the Port shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgments which result from the activities to be performed by the Port, its agents, employees, or subcontractors pursuant to this Agreement.

## **XII ASSIGNABILITY**

The Port shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the Port from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the Port.

## **XIII NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

## **XIV CONTRACT MODIFICATIONS**

No modification or waiver of any clause or condition of this Agreement shall be binding upon either party unless such modification or waiver is in writing and duly authorized and executed by the County and the Port.

## **XV SEVERABILITY**

If any Portion of this Agreement is changed per mutual agreement or any Portion is held invalid, the remainder of this Agreement shall remain in full force and effect.

#### **XVI NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

**TO PORT:** Tyler Schroeder, Director of Economic Development  
Port of Bellingham  
1801 Roeder Avenue  
Bellingham, WA 98225

**TO COUNTY:** Randy Rydel, Finance Manager  
c/o Whatcom County Executive's Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

#### **XVII INTEGRATION**

This Agreement contains all terms and conditions to which the County and the Port agreed, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this loan and grant transaction. There are no other oral or written agreements between the Port and County as to the loan and grant terms contained herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing, duly authorized and executed by both parties.

#### **XVIII GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Agreement shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Agreement shall be the Superior Court of the State of Washington in and for Skagit County, Washington.

#### **XIX RECORDING**

Upon execution of this agreement by the parties hereto, the County shall cause it to be recorded with the Whatcom County Auditor pursuant to the recording requirement contained within RCW 39.34.040.



\*\*\*\*\*

IN WITNESS WHEREOF, the County and the Port have executed this Agreement as of the date and year last written below.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the **PORT OF BELLINGHAM**:

\_\_\_\_\_  
Tiffany DeSimone, Interim Executive Director

EXECUTED, this \_\_\_\_\_ day of \_\_\_, 2025, **for WHATCOM COUNTY**:

Approved as to form:

Brandon Waldron, per email 06/09/2025  
Chief Civil Deputy Prosecutor                      Date

Accepted for Whatcom County:

\_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

## Attachment A

### Amortization Schedule

		Principal			\$933,271	
		Interest Rate			1.00%	
		Term (20 years)			20	
#	Year	Beginning Balance	Payment	Interest	Principal	Ending Balance
1	2026	\$933,271	(\$51,718)	9,333	(\$42,385)	\$890,886
2	2027	\$890,886	(\$51,718)	8,909	(\$42,809)	\$848,077
3	2028	\$848,077	(\$51,718)	8,481	(\$43,237)	\$804,840
4	2029	\$804,840	(\$51,718)	8,048	(\$43,670)	\$761,170
5	2030	\$761,170	(\$51,718)	7,612	(\$44,106)	\$717,064
6	2031	\$717,064	(\$51,718)	7,171	(\$44,547)	\$672,517
7	2032	\$672,517	(\$51,718)	6,725	(\$44,993)	\$627,524
8	2033	\$627,524	(\$51,718)	6,275	(\$45,443)	\$582,081
9	2034	\$582,081	(\$51,718)	5,821	(\$45,897)	\$536,184
10	2035	\$536,184	(\$51,718)	5,362	(\$46,356)	\$489,828
11	2036	\$489,828	(\$51,718)	4,898	(\$46,820)	\$443,008
12	2037	\$443,008	(\$51,718)	4,430	(\$47,288)	\$395,720
13	2038	\$395,720	(\$51,718)	3,957	(\$47,761)	\$347,959
14	2039	\$347,959	(\$51,718)	3,480	(\$48,238)	\$299,721
15	2040	\$299,721	(\$51,718)	2,997	(\$48,721)	\$251,000
16	2041	\$251,000	(\$51,718)	2,510	(\$49,208)	\$201,792
17	2042	\$201,792	(\$51,718)	2,018	(\$49,700)	\$152,092
18	2043	\$152,092	(\$51,718)	1,521	(\$50,197)	\$101,895
19	2044	\$101,895	(\$51,718)	1,019	(\$50,699)	\$51,196
20	2045	\$51,196	(\$51,708)	512	(\$51,196)	\$0

## **Attachment B**

### **Port of Bellingham – WA Agricultural Research Station Project Loan and Grant Draw Down Requirements**

The \$933,271 in loan funding and the \$1,966,542 in grant funding for a total of \$2,899,813 will be disbursed at the time of closing on the Boxx Farm property acquisition. The Port of Bellingham will provide a final Buyers Statement to the Whatcom County Executive's Office, 311 Grand Avenue, Suite 108, Bellingham, WA 98225. The Buyer's Statement will include all of the costs associated with the purchase of the Boxx Farm property located at 6211 Northwest Drive. The County will pay up to \$2,899,813 towards the purchase of the property, including the Port of Bellingham's costs in acquiring the property.

The \$933,271 loan will be disbursed at the time of closing. Repayment of the loan will begin one year from the disbursement date and follow the schedule noted in Attachment A.

# Whatcom County Economic Development Investments Program

Application for Funding



Satpal Sidhu, Whatcom County Executive

# **Whatcom County Economic Development Investment (EDI) Program**

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

## **Preliminary Information and Application**

*Note: The intent of this Program is to be consistent with State law, RCW 82.14.370*

- 1. Who is eligible to apply:** Local general or special-purpose governments and higher education.
  - **Port is an eligible applicant**
- 2. What projects are covered:** Construction of publicly-owned infrastructure, facilities, and related improvements, which enable or encourage the creation or retention of private sector businesses and jobs in Whatcom County consistent with EDI Program Policy Objectives.
  - **Acquisition and improvements to a publicly owned research station**
- 3. What activities are fundable:** New construction, refurbishment, replacement, rehabilitation, renovation or repair. Demolition is allowable if tied to construction. Soft costs allowed within scope of construction budget. No land acquisition except right-of-way included in a construction project.
  - **Improvements and refurbishments which will allow the Whatcom County agriculture sector to:**
    - Stay competitive in times of uncertainty
    - Innovate and create using new technologies
    - Maintain and grow the agriculture base
    - Retaining existing and creating new jobs
- 4. What can you use the funds for:** Transportation (roads, bridges, rail), utility services (water, sewer, storm, energy, telecom) and public buildings or structures.
  - **Funding will be used for acquisition and improvement of an existing farm converting it to a publicly owned agriculture research station.**
- 5. Other Limitations:** Planning/feasibility only projects are not eligible. Minimum local match is 10% of EDI request. EDI Board will make recommendations to the County Council which makes the final decision.
  - **10% Match to be provided by a Washington State Grant created specifically for acquisition of this research station**

### **Preferential Project Types**

**First Preference – “JOBS IN HAND PROJECTS”** – These types of projects will allow for the immediate creation and/or retention of jobs by providing public infrastructure that directly supports jobs. A perfect example would be a private business that will build or move into a facility and hire employees if a road is

built or if water/sewer lines are extended to the site. These types of proposals would include a commitment by the private sector employer to create jobs and provide private investment.

**Second Preference – “BUILD IT AND JOBS WILL COME PROJECTS”** – These types of projects will

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Last Updated: 11/18/13

## **Whatcom County Economic Development Investment (EDI) Program**

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

construct public infrastructure but are not associated with a specific commitment from a private business to locate and/or create jobs. A perfect example would be the construction of roads and utility infrastructure to serve a new business park that would benefit multiple businesses.

**Third Preference – COMMUNITY ENHANCEMENT PROJECTS”** – These types of projects generally improve the physical appearance or create community assets to enhance the business climate. Examples would be boardwalk, streetscaping, downtown structures, and other publicly-owned facilities that make a community or region more attractive to existing or future businesses.

- **This is a Community Enhancement Project** which will both stimulate the growth and retain members of our agriculture community.

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Last Updated: 11/18/13

## **Whatcom County Economic Development Investment (EDI) Program**

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

### **Preferential Project Terms**

**First Preference – EDI LOAN** – Due to the preferred revolving nature of EDI funds, proposals that are loan only will receive higher scoring. Loan terms and interest rate structure matches the Public Works Trust Fund program. The county will maintain discretion to modify such as including a deferral period.

**Second Preference – LOAN/GRANT COMBINATION** – The preferred combination of grant funds and loan funds is 1/3 grant, 2/3 loan.

- **This project is a Loan/Grant Combination.** \*Specific amounts will be determined pending the negotiated buy/sell agreement.

**Third Preference – EDI GRANT** – Due to the “one-shot” nature of grants, projects of equal scoring requesting a grant only will be scored lower than another similar project requesting a loan/grant mix.

**Preferential\* Project Amounts (Guidelines)**

**JOBS IN HAND PROJECTS** - \$1,000,000 limit if grant only. \$2,000,000 limit if combination of grant and loan. \$3,000,000 limit if loan only.

**BUILD IT AND JOBS WILL COME PROJECTS** - \$500,000 limit if grant only. \$1,000,000 limit if combination of grant and loan. \$1,500,000 limit if loan only.

**COMMUNITY ENHANCEMENT PROJECTS** - \$250,000 limit if grant only. \$500,000 limit if combination of grant and loan. \$750,000 limit if loan only.

\*Based on compelling reasons, the EDI Board and County Council may consider exceptions.

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Last Updated: 11/18/13

**Whatcom County Economic Development Investment (EDI) Program**

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

FILLABLE FORM BEGINS HERE

**Past Performance**

Have you received EDI Program funding in the past? X; Yes No

If yes, provide project name and EDI grant/loan awarded: WoodStone \$500,000 Loan; Index Industries \$500,000 Loan/\$200,000 Grant; All American Marine Expansion Project \$2mm Loan/\$1mm Grant; "C" Street Terminal \$2mm Loan/\$1mm Grant

If yes, EDI Program staff and/or the EDI Board may conduct an audit to review performance measures against projected outcomes, such as job creation projections.

Has your jurisdiction received any audit findings from the Washington State Auditor in the past 10 years?  
\_\_\_\_\_ Yes; X No. If yes, provide details:

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Last Updated: 11/18/13

**Whatcom County Economic Development Investment (EDI) Program**

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*

## THRESHOLD PROJECT CRITERIA

### *Evidence of Planning*

YES NO

☒ \_\_\_\_\_  
\_\_\_\_\_ ☒  
\_\_\_\_\_ ☒

Project included on an adopted regional economic strategy (“CEDS” list). Project included in the applicant’s Comprehensive Plan. Project included in the applicant’s Capital Expenditure Plan or adopted budget.

COMMENTS:

\*On January 9<sup>th</sup> 2024 the Whatcom County Council updated the County’s CEDS list to include the Agriculture Research Station Project.

## THRESHOLD PROJECT SCORING

POINTS

### *Preferential Project Type*

_____	___ Jobs In Hand	10 points
7	<input checked="" type="checkbox"/> Build It And Jobs Will Come	5 points
	<input checked="" type="checkbox"/> Community Enhancement	2 points

### *Preferential Project Terms*

5	___ Loan Only	10 points
	<input checked="" type="checkbox"/> Loan/Grant	5 points
	___ Grant Only	2 points

### *Preferential Project Amounts*

_____	___ Within Dollar Limits	5 points
	<input checked="" type="checkbox"/> Outside Preferred Dollar Limits	0 points

\*Note Preferential Project amounts (Guidelines) listed in the application have not been updated for 20 years. Numerous past projects have gained approval even though they did not meet this criterion.

**TOTAL POINTS To proceed to other parts of the application and to receive EDI Board review, a proposed project must score 10 or more points on the above section.**

\_\_\_\_\_ 12

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Last Updated: 11/18/13

## Whatcom County Economic Development Investment (EDI) Program

*Revolving Loan and Grant Program to Encourage Creation or Retention of Private Sector Jobs*



## PROJECT APPLICANT

Applicant Name: The Port of Bellingham

Applicant Address: 1801 Roeder Ave, Bellingham, WA.

Applicant Contact Person: Tyler Schroeder

Applicant Email and Phone Number: Tylers@portofbellingham.com

## PROJECT TITLE

Whatcom County Agriculture Research

## Station PROJECT AMOUNT REQUESTED

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\$ 2,899,813.39 EDI TOTAL - (Loan \$933,271.13 Grant \$\$1,966,542.26 )

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\$741,060 Local Match (10% of EDI request minimum)

## PROJECT TYPE

☐ Jobs In Hand ☒ Build It And Jobs Will Come ☒ Community Enhancement

## PROJECT TERMS

☐ Loan Only ☒ Grant/Loan Grant Only If a loan, term requested: 20 @ 1% (years)

PROJECT LOCATION: 6211 Northwest Drive, Ferndale WA

## PROJECT DESCRIPTION

(one page limit)

## Whatcom Ag Research Station (Exhibit A)

A Whatcom Agricultural Research Station near Lynden will facilitate and expedite research projects between Whatcom County farmers, WSU, USDA, B.C., and private research programs operating at 6211 Northwest Drive (Formally Box Berry Farms). The facility will serve as an end-point for accessing educational information for industry, the future workforce and community as more technology enabled academic programs become available.

The facility will be owned by the Port of Bellingham and is listed in the Whatcom County Comprehensive Economic Development Strategy list, as updated by the County Council on Jan. 9, 2024. The facility will be a public facility to serve economic development purposed in the County by providing agricultural research, testing, training and other incubation strategies. The facility will be able a foundation for the expansion,

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retention and creation of the agricultural products and business in Whatcom County. The facility meet the goals of RCW 82.14.370 and the County's EDI policies by increasing agricultural jobs, retain and expand agricultural businesses, and attract new agricultural commodities to the area

The Whatcom County agricultural industries are valued at over \$350 million dollars in annual farm gate value, with 1,483 farms in the milk, raspberry and blueberry industries. Additionally, \$959 million in food processing gross sales with 1,774 jobs. Agriculture is the dominate land use in the Whatcom lowlands. Farmers provide both quality and safe food, open spaces, environmental management, and jobs on the farms and in the numerous support industries.

This investment in research and education will create infrastructure that would provide farmers and collaborating scientists the tools to innovate and adapt to changing pressures in this unique and economically important agricultural region. It will also serve as an exhibit illustrating the genetic and technology advances on local farms and provide opportunities for hands-on experiences for students in the County.

Purposes of the Research Station include:

- Educational opportunity for:
  - Farmers
  - Agronomy and Research communities
  - FFA chapters and school science programs
  - Urban communities – illustrate the dynamics of genetic and technological advancements in ag
- Opportunity to advance crop genetics
- Opportunity to develop effective crop protection tools

- Soil Health research
- Demonstrations of state-of-the-art farming and processing equipment
- Market opportunities for food produced – sales, food banks, etc.

The Station will be managed through the Raspberry Commission and will be operating by a board of Whatcom farmers and community members operating under the direction of a local ag entity. Capital funds are being raised for the purchase of land and equipment. Operating funds will be generated in rent for research plots and farmland, commodity commission support, and in-kind support from local farms. Washington State University has also committed to provide salary and benefits for a coordinator of to staff the station. An example of WSU commitments to the Agricultural sector and in the state are the WSU Puyallup Research and Extension Center, <https://puyallup.wsu.edu/> and the Northwestern WA Research and Extension Center in Mt. Vernon <https://mtvernon.wsu.edu/>

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### BASIC PROJECT INFORMATION

1. Complete the public project budget and status of funds below. If EDI funds are approved is funding

100% complete? ☒ No ☐ Yes Please explain:

State Dollars	\$741,080	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Local Dollars	\$	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
EDI Funding	\$ 2,749,813	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
TOTAL	\$ 3,490,893.39				

2. Describe the amount of outside (private) funding committed to the project (eg. Plant and equipment).

WA Red Raspberry Commission has committed to partner on the development of the Ag Research Center. WRRC will support land rents for the plant breeder and support of the establishment of the research station

3. Describe the public infrastructure being proposed. Include engineering estimates and a site map detailing the proposed improvements as Attachments A and B.

The Port of Bellingham will acquire the Boxx Berry Farm at 6211 Northwest Drive. This proposal is to acquire approximately 58.81 acres, which includes a 3,000 sq. ft facility that includes research space, restrooms, workspace, storage areas and a processing kitchen. The facility also includes office space, meeting space and additional storage and covered outdoor space. There is also a 2,450 sq. ft processing facility and office space that is modernized, multi-

use facility currently being utilized as a WSDA permitted processing facility and can potential for many other agricultural uses for research and development. A 4,000 sq. ft steel ag building is located on site for equipment and material storage that is fully powered and includes two walk-in coolers and potential office space. Another 3,000 sq ft storage building is located on site and a 1000,000-gallon water storage tank, fire-suppression system and municipal-grade fire hydrant.

4. Describe how these improvements will enhance or encourage community vitality and stimulate other private development in the area.

This investment in research and education will create infrastructure that would provide farmers and collaborating scientists the tools to innovate and adapt to changing pressures in this unique and economically important agricultural region. This investment in research and education will create infrastructure that would provide farmers and collaborating scientists the tools to innovate and adapt to changing pressures in this unique and economically important agricultural region. It will also serve as an exhibit illustrating the genetic and technology advances on local farms and provide opportunities for hands-on experiences for students in the County.

<u>Funding Source</u>	<u>Amount</u>	<u>Planned/Applied For</u>	<u>Secured</u>
Federal Dollars	\$ 0	No	No

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5. List all permits and environmental reviews required for the public project and detail their status (completed, in-process, etc.)

	In Process	Date Completed
Preliminary Engineering		
Environmental Review		
Design Engineering		
Right-of-Way		
Construction Permits		
Environmental Permits		
Bid Documents		
Award Construction Contract		
Begin Construction		
Project Operational		

6. Are any other public jurisdictions involved in this project? If so, in what way?

Washington State University, WA Blueberry Commission, WA Raspberry Commission

7. Who will maintain the public facility/infrastructure to be completed with EDI funds? Will this project impact utility rates within the jurisdiction?

The Port of Bellingham will own the public facility and the Research Station operations will be managed by a Board of Whatcom farmers and community members operating under the direction of a local ag entity. Operating funds will be generated in rent for research plots and farmland, commodity commission support, and in-kind support from local farms and support from WSU. No utility rates will be impacted within the jurisdiction

8. Will this project directly generate a revenue stream that could be used to repay an EDI loan? Will this project spur indirect revenues that could be used to repay an EDI loan? If no to either question – why?

Yes – The Port of Bellingham intends to lease the land for research projects, and lease the agricultural lands back to in the interim until the research station grows to full capacity.

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9. What other revenue sources are available for this project and have they been considered. This includes forming a Local Improvement District (LID or ULID), issuing Councilmatic Bonds, Revenue Bonds, or other source(s).

The Washington State legislature, with the support of Senator Shewmake allocated \$764,000 through the local community project funds for support of the project in State Capital Budget of 2023.

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10. Describe the private development project that will be supported by this public facility project. If there is a committed private sector partner include Contingency Agreement (Attachment C).

No direct private development will be supported by this public facility but the agricultural sector as a whole will be supported through the investment in research and education to provide farmers and collaborating scientist the tools to support an ever changing pressures in the economically important ag sector.

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11. Explain why the private development requires the proposed public improvement(s).

Answered in question above.

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12. What is the status of the associated private development review and permits. List all permits required and give the current status (applied for, being reviewed, issued).

	In Process	Date Completed
Environmental Review		
Construction Permits		
Environmental Permits		

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13. Describe the type of industry or economic activity the public development will attract. What is the strategy to attract industry to the project site?

The Purpose of the Research Station is to provide educational opportunities for farmers, agronomy and research communities, advance crop genetics, develop effective crop protection tools, research soil health, demonstrate state of the art farming and processing equipment and market value-add commodities that will attract economic activity to the community through the advancement of the ag sector.

14. List the number of projected jobs, by type, to be retained and/or created by the private entity.

Occupation	Current Jobs Retained** (In FTEs)	# Of Jobs Created Year 1 (In FTEs)	# Of Jobs Created by Year 5 (In FTEs)	Hourly Wage of current or new position	Local Occupational Hourly Wages***
Mgmt./Admin*					N/A
Technical/Prof					
Office/Clerical					
Production					
Sales					
Skilled Crafts					
Others					
Totals				N/A	N/A

\* Indicate Management positions in annual salary.

\*\* Retained jobs are defined as jobs that would otherwise be lost from the county without this project.

\*\*\* This column will be populated with data from the state before application is distributed and revised annually.

- a. Projected annual gross payroll for all job classifications \$

- b. Describe fringe benefits the company offers to regular full time employees?  
( health insurance, retirement plans, etc.)
- 

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15. How does this project support the economy of Whatcom County and how does it fit into a county-wide economic development strategy?

The goals of the CEDS list are to build upon and strengthen Whatcom County's economic base, in which agricultural is a very large part of that. The Whatcom County agricultural industries are valued at over \$350 million dollars in annual farm gate value, with 1,483 farms in the milk, raspberry and blueberry industries. Additionally, \$959 million in food processing gross sales with 1,774 jobs. This project will cultivate, retain and expand, support small farmers, and build the County rural economic foundation.

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16. What will the effect of this project be on the natural environment – does the project address any issues related to public health, pollution, or quality of life?

This farm will be connected to the Soil Health Initiative being advanced by WA State University and Washington State Department of Agriculture. The Research Station will be able to educate farmers on techniques that promote environmental stewardship and strategies addressing the challenge of climate change.

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17. Does this project address any existing issues related to public safety and/or does it increase public safety in the future or address a potential future public safety issue?

N/A

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18. Describe specific quantifiable measures of the outcomes, other than purely jobs, that will demonstrate project success. Describe how you will measure this and explain what you expect to show as progress toward the outcome.

The main measurable will be reviewing the agricultural industries economic statistics to ensure ongoing growth and retention in agriculture sector. An example of that data can be found in the 2021 WSU Washington State, Northwest Washington, and Whatcom County Agriculture Statistics:  
[https://s3.wp.wsu.edu/uploads/sites/2093/2022/01/WCC\\_FoodSystemsBenedict\\_2022.pdf](https://s3.wp.wsu.edu/uploads/sites/2093/2022/01/WCC_FoodSystemsBenedict_2022.pdf)

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### **Application for Funding – Certification**

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO WHATCOM COUNTY FOR INVESTMENTS IN ECONOMIC DEVELOPMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of Responsible Public Official:



Date 4/22/2025