

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202411015-1

Originating Department:	Executive's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental (Economic Development Investment)
Contract or Grant Administrator:	Jake Logan - Admin Services Coordinator
Contractor's / Agency Name:	Port of Bellingham and City 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 #: <u>202411015</u>	
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: <u>N/a</u> Already approved? Council Approved Date: <u>N/A</u> (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): <u>Not applicable</u> ALN: <u>Not applicable</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): <u>Not applicable</u>	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): <u>Not applicable</u> Contract <u>Cost Center: 32422406.7210</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input 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): \$ <u>2,648,084</u> This Amendment Amount: \$ <u>0</u> (No Change) Total Amended Amount: \$ <u>2,648,084.00</u> Summary of Scope:	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000 , and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 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. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 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.
Amendment to Regional Economic Partnership Interlocal Cooperation Agreement (Contract No. 202411015) to: (1) remove City of Bellingham's financial contributions for fiscal years 2026-2027 while maintaining the City's policy and programming partnership role; (2) update invoicing procedures to remove City from reimbursement obligations; and (3) update contact information for County and Port representatives. All other provisions of the original agreement remain in effect.	
Term of Contract: Three Years	Expiration Date: 12/31/2027

Contract Routing:	1. Prepared by: <u>Jake Logan</u>	Date: <u>2025.10.17</u>
	2. Attorney signoff: <u>Brandon Waldron - Dropped 10.19</u>	Date: <u>2025.10.21</u>
	3. AS Finance reviewed: <u>Brad Bennett - Dropped 10.20</u>	Date: _____
	4. IT reviewed (if IT related): <u>N/a</u>	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: <u>Kayla Schott-Bresler</u>	Date: <u>2025.10.21</u>
	7. Council approved, if necessary: <u>AB2025-767</u>	Date: <u>2025.11.05</u>
	8. Executive signed: <u>Satpal Sidhu</u>	Date: <u>2025.11.19</u>
	9. Original to Council: _____	Date: _____



MEMORANDUM

To: Whatcom County Executive Satpal Sidhu
From: Jake Logan, – Executive’s Office
Subject: Amendment to Regional Economic Partnership Interlocal Agreement (Contract No. 202411015) (Tri-Funder Agreement)
Date: 10/21/2025

Background and Purpose

This amendment modifies the existing Regional Economic Partnership Interlocal Cooperation Agreement between Whatcom County, the City of Bellingham, and the Port of Bellingham. The amendment restructures the financial commitments to reflect the City of Bellingham no longer contributing from their General Fund for years 2026 and 2027. This agreement maintains the City as a signatory and fundamental policy partner. The City commits to continued participation on the Economic Development Investment (EDI) Board, active consultation as required by RCW 82.14.370(3)(c), and ongoing collaboration on countywide infrastructure strategies.

Funding Amount and Source

No change in cost to Whatcom County. Funding is provided through the EDI or Public Utilities Improvement Fund. Cost Center 32422406.7210

Differences from Previous Contract

- Section 4 (Financial Commitments): Removes City's general fund while affirming the City's continued partnership role, including RCW 82.14.370(3)(c) consultation requirements, EDI Board participation, and policy collaboration.
- Section 5 (Invoices): Updates billing procedures so the Port bills only the County for quarterly expenses.
- Section 10 (Notices): Updates contact information (County: Jake Logan; Port: Tyler Schroeder). All other provisions remain in effect, including the Port's administrative responsibilities, scope of services, reporting requirements, and agreement term through December 31, 2027.

AMENDMENT TO REGIONAL ECONOMIC PARTNERSHIP INTERLOCAL COOPERATION AGREEMENT

Whatcom County Contract No. 202411015

The parties hereby agree to amend the Regional Economic Partnership Interlocal Cooperation Agreement (Whatcom County Contract #202411015) as follows:

1. Amendment to Section 4. FINANCIAL COMMITMENTS

Section 4. FINANCIAL COMMITMENTS shall be amended in its entirety to read as follows (deletions shown in brackets, additions shown in bold):

4. FINANCIAL COMMITMENTS. The County and the Port will include an economic development services line item in their respective 2025, 2026, and 2027 budgets. Contingent upon budget approval from each Party, an amount up to the following contribution levels will be made:

Party	2025	2026	2027
City of Bellingham	\$116,827	\$0	\$0
Port of Bellingham	\$951,810	\$980,364	\$1,009,775
Whatcom County	\$856,735	\$882,438	\$908,911
ADO Grant*	\$110,627	\$110,627	\$110,627
Total:	\$2,035,999	\$1,973,429	\$2,029,313

The Parties acknowledge that, due to fiscal constraints, beginning in 2026 the City of Bellingham is no longer able to utilize its General Fund to provide financial contributions under this Agreement. Rural sales tax revenues, which fund activities under this Agreement, are collected from unincorporated Whatcom County, the City of Bellingham, and other municipalities within the County, as has historically been the case.

Notwithstanding the absence of a financial contribution, the City of Bellingham shall remain a signatory to this Agreement and a foundational partner in the Regional Economic Partnership.

The Port of Bellingham and Whatcom County agree to consult with the City of Bellingham prior to implementing any reduction in the annual allocation to the Western Washington University Small Business Development Center (WWU SBDC).

The City affirms its continued commitment to the Partnership by maintaining an active role in policy and programmatic direction, including: (i) participation in consultations required under RCW 82.14.370(3)(c);

(ii) continued service on the Economic Development Investment (EDI) Board; and (iii) ongoing collaboration on countywide infrastructure initiatives aligned with the objectives of this Agreement.

2. Amendment to Section 5. INVOICES

Section 5. INVOICES shall be amended in its entirety to reflect the City's removal from reimbursement obligations:

5. INVOICES

WWU SBDC: All WWU SBDC invoices must be consistent with the contract and approved by the Parties listed under section 10. Once approved, the Port will pay the invoice and forward the same to the County **for reimbursement**. The County, **and not the City**, shall provide the aggregate reimbursement for all payments quarterly within 30 days upon receipt of invoice by Port.

STAFF, OFFICE, ADVERTISING AND OUTSIDE SERVICES EXPENSES: The Port will bill the County quarterly in accordance with the budget in section 4, and future amendments. **The City shall not be billed.**

3. Amendment to Section 10. NOTICES

Section 10. NOTICES shall be amended to update the contact information as follows:

The County: **Jake Logan**
Whatcom County Executive Office
311 Grand Ave
Bellingham, WA 98225

The City: **Tara Sundin**
City of Bellingham
210 Lottie St. Bellingham, WA 98225

The Port: **Tyler Schroeder**
Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS 17th day of December, 2025.

CITY OF BELLINGHAM



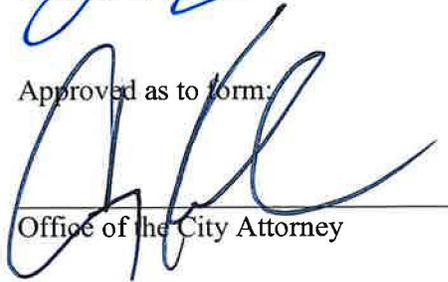
Kim Lund
Mayor

Attest:



Finance Director

Approved as to form:



Office of the City Attorney

EXECUTED this 19th day of Nov., 2025.

WHATCOM COUNTY

Satpal Sidhu

Satpal Sidhu
County Executive

Approved as to form:

Brandon Waldron via Email 10.21.2025

Sr. Civil Deputy Prosecuting Attorney

EXECUTED THIS 18th day of November, 2025.

PORT OF BELLINGHAM



Tiffany DeSimone
Executive Director