

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE
PORT OF BELLINGHAM, REGARDING THE REGIONAL
ECONOMIC PARTHERSHIP, A COORDINATED APPROACH TO
FUNDING COUNTY WIDE ECONOMIC DEVELOPMENT AND
CONTRACTING WITH WESTERN WASHINGTON UNIVERSITY
(WWU) SMALL BUSINESS DEVELOPMENT CENTER (SBDC).**

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into this day by and between the Port of Bellingham (the “**Port**”), Whatcom County, (the “**County**”), and the City of Bellingham, (the “**City**”). The Port, County and City may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS, the Parties have separately undertaken economic development activities in Whatcom County, including contracting with various service providers to deliver business start-up, retention, recruitment, expansion and related services; and

WHEREAS, in 2011 the Parties successfully joined their funding resources on a multi-year basis to increase efficiency in coordination and focus on the outcomes expected by the Parties; and

WHEREAS, the Parties have jointly and continually agreed to fund the WWU SBDC since 2011, and the purpose for the City of Bellingham’s contribution funds towards this agreement; and

WHEREAS, since 2012, the County has designated the Port to be the lead economic development agency for Whatcom County serving as the Associate Development Organization with the State of Washington Department of Commerce; and

WHEREAS, in 2015 the Parties jointly decided to market Whatcom County including the creation of the “[CHOOSE WHATCOM](#)” website; and

WHEREAS, the Parties wish to continue their collaboration to fund the WWU SBDC, maintain and enhance the “CHOOSE WHATCOM” Website and provide economic development services and marketing efforts that create beneficial outcomes to the parties; and

WHEREAS, this agreement is to establish the Regional Economic Partnership, which is a coordinated approach to countywide economic development, utilizing the County Public Utilities Improvement Fund, as allowable through RCW 82.14.370; and

WHEREAS, starting in 2018, the County Council significantly increased their overall funding for the Countywide Economic Development efforts on behalf of the Parties and the small cities by utilizing the County Public Utilities Improvement Fund; and

WHEREAS, with the additional funding the Port of Bellingham Regional Economic Partnership (REP) efforts have been responsive, dynamic, inclusive and to deliver business

and community development efforts that support countywide economic development through business development through growth, productivity, and other business specific outcomes and community development through empowering individuals and groups with skills and resources needed to effect change in the community; and

WHEREAS, the Port of Bellingham REP has developed the [Whatcom County Comprehensive Economic Development Strategy 2022-20226](#) to build upon and strengthen Whatcom County's base economy, development and enhance critical infrastructure that promotes economic development and resiliency, develop a skilled workforce and expand educational attainment, creates dynamic relationships in our region, cultivates an economy that values diversity, equity, and inclusion and overall supports countywide economic resiliency and recovery efforts; and

WHEREAS, pursuant to RCW 53.08.245, the Port has broad authority to engage in economic development activity; and

WHEREAS, pursuant to RCW Chapter 39.34 the Parties desire to enter into this Agreement to continue the commitment of funding to the WWU SBDC and the expanded Port economic development department, which began in 2018. The Port will use innovative techniques to retain and expand existing business, recruit businesses, support business start-ups and develop training and technology partnerships with the university, colleges and NW Workforce and other economic partners to foster competitive job skills and encourage living wage job markets throughout the County. The Port will in addition update the Comprehensive Economic Development Strategy for Whatcom County (CEDS).

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. ADMINISTRATION. The Parties designate the Port as the administrator pursuant to this Agreement. Administrative duties include maintaining an economic development office, economic development staff and benefits, management of contracts, coordination of marketing efforts, receipts and dispersal of funds, and communication to Port, County and City representatives. The Port will follow the Port policies with regard to contracting for services or consultants.

2. SERVICES. The parties agree that for the purposes of this agreement economic development services include but are not limited to:

- a) Business retention
- b) Business expansion
- c) Assistance to start-up
- d) Business recruitment
- e) Asset and capacity building to support the above
- f) Develop training and technology partnerships
- g) Serve as conduit and liaison for Economic Development
- h) Support economic development partners through Choose Whatcom
- i) Provide project management on countywide broadband efforts

- j) As the ADO, update and implement countywide strategic planning and vision for economic development for the entire region (CEDS)
- k) Develop countywide infrastructure strategies to support the growth and recruitment of businesses
- l) Administer the Business and Commerce Committee and serve on the Economic Development Investment Board

3. REPORTING. The Port will report to the Parties on a quarterly basis regarding services provided pursuant to items in section #2 listed above. Reporting metrics will be evaluated and adjusted as the Program matures over the next year.

4. FINANCIAL COMMITMENTS. The County, the City 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:

	2025	2026	2027
City of Bellingham	\$116,827	\$120,332	\$123,942
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	\$2,093,761	\$2,153,255

* Estimated state grant amount, subject to State Legislative approval.

The Port will allocate funding to the following general expense categories in 2025. This funding breakdown will be reevaluated and adjusted as the program grows and matures.

2025 Economic Development Budget

<u>Operating Expenses</u>	
Salaries and Benefits - 4FTE	\$667,968
Incidental meeting expenses	\$10,000
Promotional Hosting	\$15,450
Insurance and Claims	\$7,960
Rent	\$19,479
Telephone and Communications	\$5,665
Employee Training	\$12,360
Equipment Rental	\$3,605
Office Supplies	\$2,060
Postage	\$515
Subscriptions	\$258
Legal	\$41,200
Taxes & Miscellaneous	\$1,273
Travel	\$36,050
Total	\$823,843

Marketing

Advertising/Sponsorship	\$61,800
Total	\$61,800

Memberships and Dues

Sustainable Connections	\$1,500
Sustainable Connections – Farm to Table	\$1,000
WBA	\$1,000
WEDA	\$1,000
NAFTZ	\$1,250
Broadband Association	\$500
IEDC	\$1,100
Surrey Board of Trade	\$850
Whatcom Housing Alliance	\$2,000
NW Recreation	\$1,000
Downtown Partnership	\$1,200
NW Innovations	\$1,500
Technology Alliance Group (TAG)	\$1,000
Clean Tech Alliance	\$500

Chambers

Bellingham	\$2,000
Blaine	\$500
Lynden	\$300
Birch Bay	\$300
Ferndale	\$300
Sumas	\$100
Mt. Baker	\$150
Everson	\$100
Pt. Roberts	\$100
Total	\$19,250

Outside Services

Tourism	\$9,000
Whatcom Prospector Website	\$5,000
Choose Whatcom Website	\$4,000
SBDC	\$427,511
Research/Special Projects	\$60,000
Other Special Projects	\$50,000
GIS Licensing	\$1,200
Innovation/Workforce	\$36,000
Broadband	\$125,000
Total	\$717,711

TOTAL EXPENDITURES - SHARED	\$1,622,604
PORT ONLY – (Small Cities Grant, Marine Promo, ACF) NOT SHARED	
TOTAL EXPENDITURES	\$2,035,999

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 and the City for reimbursement. The County, the City and the Port 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 City and the County quarterly in accordance with the budget in section 5, and future amendments.

6. EFFECTIVE DATE AND TERM. The Agreement shall be effective on January 1st, 2025, upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2027. Then, in the event that funds remain in the account for this Agreement and all debts have been paid, the funds will be returned to the Parties in proportion to their contribution. The Port will submit a report to all Parties containing the amount of residual Fund Balance at the end of each calendar year.

7. WITHDRAWAL OF PARTIES. Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties. However, any Party withdrawing shall remain responsible for its prorated share of any payments due the WWU SBDC and Port for contracts executed prior to the receipt of the notice by the Port.

8. NEW PARTIES. The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

9. SURVIVABILITY: All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

10. NOTICES: All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Tawni Helms
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: Rob Fix
Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

11. AMENDMENT: No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

12. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

13. NEUTRAL AUTHORSHIP: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

14. PUBLIC RECORDS ACT. All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

15. ENTIRE AGREEMENT: The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

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

EXECUTED THIS ____ day of _____, 2024.

CITY OF BELLINGHAM

Kim Lund
Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

EXECUTED this ____ day of _____, 2024.

WHATCOM COUNTY

Satpal Sidhu
County Executive

Approved as to form:

Brandon Waldron per email 11/12/2024
Sr. Civil Deputy Prosecuting Attorney

EXECUTED THIS _____ day of _____, 2024.

PORT OF BELLINGHAM

Rob Fix
Executive Director