

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202110016

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental - EDI fund
Contract or Grant Administrator:	T. Helms/T. Schroeder
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 No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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 No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 332219

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 2022: \$708,165; 2023: \$677,910; 2024: 698,247
 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, **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.

Summary of Scope:

This agreement continues the collaborative commitment to fund the WWU SBDC, maintain the "Choose Whatcom" website, complete special Economic Development projects and provide economic development services and marketing that create and promote beneficial outcomes to the parties.

Term of Contract: 3 years Expiration Date: 12/31/2024

Contract Routing:	1. Prepared by: sm	Date: 10/19/2021
	2. Attorney signoff: 	Date: 11/24/2021
	3. AS Finance reviewed: M. Caldwell	Date: 11-01-21
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary): AB2021-653	Date: 11/23/21
	8. Executive signed: 	Date: 11-24-21
	9. Original to Council: 	Date: 12-16-21

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE
PORT OF BELLINGHAM, REGARDING 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 Whatcom County, (the “**County**”), the City of Bellingham, (the “**City**”), and the Port of Bellingham (the “**Port**”); The County, City, and Port 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

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, the funding commitments are apportioned with the knowledge the County will utilize the County Public Utilities Improvement Fund as allowable through RCW 82.14.370 to support the County funding contribution; 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, 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 develop the Comprehensive Economic Development Strategy for Whatcom County (CEDs).

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

1.

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 via the Choose Whatcom Website
- h) Create and implement countywide strategic planning and vision for economic development for the entire region (CEDs)
- i) Serve on 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 2022, 2023 and 2024 budgets. Contingent upon budget approval from each Party, an amount up to the following contribution levels will be made:

	2022	2023	2024
City of Bellingham	\$97,139	\$100,053	\$103,055
Port of Bellingham	\$635,681	\$642,300	\$610,446
Whatcom County	\$708,165	\$677,910	\$698,247
ADO Grant*	\$110,627	\$110,627	\$110,627
Total:	\$1,551,612	\$1,530,890	\$1,522,375

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

The Port will allocate funding to the following general expense categories in 2022. This funding breakdown will be reevaluated and adjusted as the program grows and matures.

2022 Economic Development Budget

<u>Operating Expenses</u>	
Salaries and Benefits - 4FTE	\$531,121
Incidental meeting expenses	\$10,000
Promotional Hosting	\$15,000
Insurance and Claims	\$6,232
Marine Trades Promotion	\$20,000
Rent	\$19,079
Telephone and Communications	\$4,500
Equipment Rental	\$2,500
Office Supply	\$3,000
Postage	\$500
Subscriptions	\$1,000
Legal	\$35,000
Employee Training	\$7,500
Travel	\$25,000
Total	\$680,432

<u>Marketing</u>	
Local Event Sponsorship	\$30,000
Advertising	\$30,000
Miscellaneous	\$500
ACF Support	\$65,200
Total	\$125,700

<u>Special Projects - Updated Annually</u>	
County Wide GIS Infrastructure Studies phase 2	\$50,000

Memberships and Dues

WCOG	\$25,677
Sustainable Connections	\$1,500
WBA	\$1,000
WEDA	\$1,000
IEDC	\$1,100
SBOT	\$850
Whatcom Housing Alliance	\$2,000
NW Recreation	\$1,000
Downtown Partnership	\$1,200
NW Innovation Resource Center	\$1,500
Technology Alliance Group (TAG)	\$2,500
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**\$43,677****Outside Services**

Tourism	\$9,000
Whatcom Prospector	\$4,000
Small Cities	\$100,000
Choose Whatcom Website	\$1,000
SBDC	\$278,203
Research/Special Projects	\$30,000
GIS Licensing	\$2,100
Marketing Materials	\$30,000
Livestories for CEDS	\$7,500
Broadband	\$190,000

Total**\$651,803****TOTAL EXPENDITURES****\$1,551,612**

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 immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2024. 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. ~~the contract term.~~

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

The County: Tyler Schroeder
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: Don Goldberg
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.

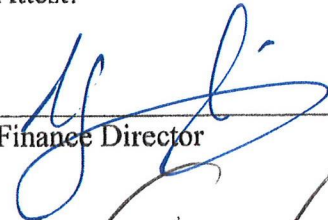
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS 10 day of December, 2021.

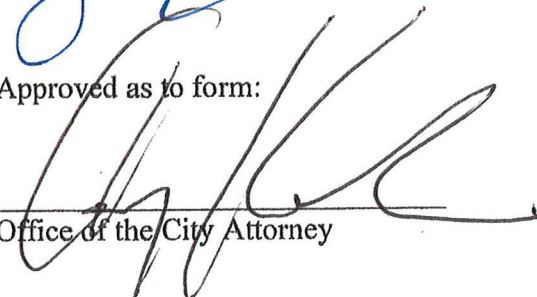
CITY OF BELLINGHAM


Seth Fleetwood
Mayor

Attest:


Finance Director

Approved as to form:


Office of the City Attorney

EXECUTED this 24th day of November, 2021.

WHATCOM COUNTY



Satpal Sidhu
County Executive

Approved as to form:



Sr. Civil Deputy Prosecuting Attorney

EXECUTED THIS 4 day of November, 2021.

PORT OF BELLINGHAM



Rob Fix
Executive Director