

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202408006 – 3

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853020 Healthy Children & Families
Contract or Grant Administrator:	Allyson Halverson
Contractor's / Agency Name:	Bellingham Food Bank

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		202408006	
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):		ALN#:	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Method of Procurement:	24-44	Contract Cost Center:	18581004.6610	
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>			

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 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):

\$ 867,688

This Amendment Amount:

\$ 636,305

Total Amended Amount:

\$ 1,503,993

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.

Contract Term Ends: 05/15/2027

Contract Routing:	1. Prepared by:	J. Thomson	Date:	02/04/2026
	2. Health Budget Approval:	G. Iturria	Date:	03/13/2026
	3. Attorney signoff:	JCW	Date:	03/16/2026
	4. AS Finance reviewed:		Date:	
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**WHATCOM COUNTY CONTRACT AMENDMENT
Healthy Children’s Fund – Basic Needs**

PARTIES:

**Whatcom County
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Bellingham Food Bank
1824 Ellis Street
Bellingham, WA 98225**

CONTRACT PERIODS:

**Original: 08/07/2024 – 02/28/2026
Amendment #1: 03/10/2025 – 02/28/2026**

**Amendment #2: 03/01/2026 – 05/15/2026
Amendment #3: 05/16/2026 – 05/15/2027**

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for one year, pursuant to the original contract “General Terms, Section 10.2, Extension”. The cumulative term of this contract may not extend beyond 08/06/2028.
2. Pursuant to the original contract, “General Terms, Section 40.1 Modifications”, updates Exhibits A – Scope of Work and B – Compensation to add distribution and reimbursement of food products to eligible families.
3. Funding for this contract period (05/16/2026 – 05/15/2027) may not exceed \$636,305.
4. Funding for the total contract period (08/07/2024 – 05/15/2027) may not exceed \$1,503,993.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 05/16/2026.

EXHIBIT "A" – Amendment #3
(SCOPE OF WORK)

I. Background and Purpose

This contract provides funding for the purchase and distribution of cases of diapers, wipes, and infant formula and food to families with children ages 0-5, who qualify as low-income, including those in underserved, marginalized and rural communities within Whatcom County. Bellingham Food Bank's (BFB) *Infant Care Program* will utilize the Whatcom County Food Bank Network (WCFBN) to increase the availability of diapers, wipes and infant formula to thousands of eligible families through the WCFBN's locations throughout all of Whatcom County.

A recent BFB survey found that 70% of food bank families are at or below the federal poverty line and 100% of shoppers qualify for the USDA commodity food program, which has an income limit of at or below 180% of the federal poverty line. Twenty percent of Whatcom County families with children visit the 14 Whatcom County food banks on a regular basis, making the food bank sites convenient locations to access critical infant resources. BFB serves as the distribution hub for the WCFBN. The WCFBN is made up of the following food banks:

Bellingham Food Bank	Everson/Nooksack Valley Food Bank
Salvation Army Food Bank	Lummi Tribal Food Bank
Birchwood Food Desert Fighters Food Bank	Nooksack Tribal Food Bank
Ferndale Food Bank	Western Washington University Food Bank
Blaine Food Bank	Bellingham Technical College Food Bank
Project Hope Food Bank (Lynden)	Whatcom Community College Food Bank
Foothills Food Bank (Deming)	Agape Food Bank (seasonal farmworker food bank)

This contract supports Strategies 9 and 10 of the Healthy Children's Fund Implementation Plan, to expand and enhance early parenting supports and implement coordinated systems to access resources.

II. Statement of Work

A. Bellingham Food Bank (BFB) will perform the following activities:

1. Order large volumes of infant care products (diapers, wipes, and infant formula) and food from vendors with competitive pricing and proven ability of order fulfillment.
2. Receive, inventory and store all of WCFBN's infant care and food products.
 - a. BFB's inventory system will track receipt and distribution of all food and non-food items.
3. Distribute infant care and food products to WCFBN partners monthly.
 - a. Infant care and food products will be allocated to each food bank monthly, based on how busy each food bank is relative to the entire WCFBN and food bank need; however, similar to the current distribution process of food products, because the volume of products will be limited because of budget, each WCFBN partner will have a monthly maximum that they can order.
 - b. All eligible recipients will have access to each food bank's infant care products in the same manner in which they access food at their food bank. Each food bank will monitor distribution and if necessary, impose limitations on how many infant care products may be distributed to recipients.

III. Recipient Eligibility and Distribution

- A. Each food bank in the WCFBN will be responsible for ensuring, through recipient attestation, that all infant care and food product recipients are eligible for products purchased with funding from this contract.
 - 1. Each WCFBN partner will display posters, in multiple languages, that detail the income eligibility requirements for this program.
 - 2. Each food bank has similar intake procedures which are very low barrier and will help to assure eligibility of all eligible recipients.
- B. The WCFBN has at least one food bank operating every day of the week, except Sundays. Each food bank will maintain regular, published operating hours.

IV. Reporting Requirements

In a format approved by the County, Bellingham Food Bank will provide timely and accurate:

- A. Quarterly (due by November 15th, February 15th, May 15th, August 15th) quantitative reporting of WCFBN distribution. Reports will include:
 - 1. Number of households receiving infant care products by distributor location.
 - 2. Number of diapers distributed each quarter by distributor location.
 - 3. Number of wipes distributed each quarter by distributor location.
 - 4. Number of infant formula distributed each quarter by distributor location.
 - 5. Amount of money spent this quarter on food by distributor location.
- B. Six-month qualitative reporting (due by November 15th, May 15th) of WCFBN distribution utilizing the technical assistance of the County to gather qualitative feedback from each of the 14 foodbanks. Reports will include:
 - 1. Impact of HCF funded supplies on the local community
 - 2. Identified gaps or access issues for the local community
 - 3. Recommendations for improved access to essential infant basic needs for families in the local community

EXHIBIT "B" – Amendment #3
(COMPENSATION)

Budget and Source of Funding: The source of funding for this contract period (05/16/2026 – 05/15/2027), in an amount not to exceed \$636,305, is the Healthy Children’s Fund. The budget for this contract is as follows:

Cost Description	Documents Required with Each Invoice	Budget
Diapers	Paid invoices or receipts	\$196,000
Wipes		\$71,924
Infant Formula		\$196,000
Food		\$114,535
SUBTOTAL		\$578,459
Indirect @ 10%		\$57,846
TOTAL		\$636,305

Contractor’s Invoicing Contact Information:	
Name	Mike Cohen
Phone	360-676-0392
Email	mike@bellinghamfoodbank.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT “B.1” – Invoicing – General Requirements

1. The contractor may transfer funds among budget line items. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor’s federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to:
HL-BusinessOffice@co.whatcom.wa.us and AHalvers@co.whatcom.wa.us
4. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
5. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
6. The contractor shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County’s request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - d. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
7. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
8. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
9. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
10. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and AHalvers@co.whatcom.wa.us
- Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- invoices include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.