

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201911034-2

Originating Department:	Council
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Council
Contract or Grant Administrator:	Cathy Halka
Contractor's / Agency Name:	Michael Bobbink
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 type="radio"/> No <input checked="" 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 type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): RFP19-70 Cost Center: 1600.6630	
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 checked="" 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): \$ <u>190,440.22</u> This Amendment Amount: \$ <u>97,661.65</u> Total Amended Amount: \$ <u>288,101.87</u>	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: Contractor will perform hearing examiner duties in accordance with Whatcom County Code, including review and prepare for hearings, preside over hearings, and prepare all written recommendations and decisions.	
Term of Contract: 1 year	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: <u>Cathy Halka</u>	Date: <u>8/4/2021</u>
	2. Attorney signoff: <u>Karen Frakes (by email)</u>	Date: <u>8/6/2021</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>8/13/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>Cathy Halka</u>	Date: <u>8/16/2021</u>
	6. Submitted to Exec.: _____	Date: <u>9-15-21</u>
	7. Council approved (if necessary): <u>✓ AB2021-487</u>	Date: <u>9-14-21</u>
	8. Executive signed: _____	Date: <u>9-15-21</u>
	9. Original to Council: _____	Date: <u>9-16-21</u>

GENERAL CONDITIONS (REVISIONS TO 35.1 AND 35.2)

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

EXHIBIT A
(SCOPE OF WORK)

The contractor shall perform the following hearing examiner duties in accordance with Whatcom County Code:

- Review applicable ordinances, statutes, and files in preparation for public hearing
- Preside over the hearing. Set the order of the testimony and ensure that all relevant material is included in the hearing record. Interrogate staff members and witnesses when appropriate.
- Conduct field inspections and examine the property which is in the subject of the hearing, when appropriate.
- Review the facts and the applicable ordinances and statutes to determine whether the standards requisite for issuance of a permit have been met.
- Review administrative determinations appealed to the Hearing Examiner to ensure that the ordinances were correctly applied by the administrator, and that the facts were correctly determined.
- Prepare all written recommendations and decisions of applications for land use permits and administrative appeals within the time frame outlined in the Whatcom County Code, inclusive of any clerical services associated with preparation.
- On rare occasions, the Hearing Examiner will appoint a Hearing Examiner Pro Tem to conduct hearings.

The County reserves the right to negotiate the assignment of major project permit applications outside of this contract

EXHIBIT B
(COMPENSATION)

In consideration of the services performed under the terms of this contract, the contractor shall be paid Eight Thousand One Hundred Thirty-Eight Dollars and Forty-Seven Cents (\$8,138.47) per month for a total not to exceed Ninety-Seven Thousand Six Hundred Sixty-One Dollars and Sixty-Five Cents (\$97,661.65) to the end of the contract date of December 31, 2022.

Billing Procedures: The contractor shall submit written claims on a monthly basis for reimbursement of services provided unless otherwise approved in writing by the County. It is agreed that the contractor shall be paid for his services within 30 days of receipt of the monthly claim and upon determination of accuracy. Monthly claims are to be submitted to the Clerk of the Council.



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Cathy Halka, Legislative Analyst
RE: Amend contract for Hearing Examiner Services
DATE: August 4, 2021

Enclosed are two (2) originals of a second contract amendment between Whatcom County and Michel Bobbink for your review and signature.

- **Background and Purpose**

Michael Bobbink has been providing hearing examiner services to Whatcom County for over 25 years. Michael Bobbink was the sole responder in 2019 to a Request for Proposals (RFP #19-70) and was selected to provide services to the County. The 2019 contract (#201911034) allows for one year contract renewals for a total of no more than three years. In 2020, Council approved an amendment to the contract (#201911034-1). The second and final amendment (contract #201911034-2) is being proposed for Council consideration.

- **Funding Amount and Source**

The 2022 Council budget includes funding for this contract amendment, including the 5% increase.

- **Differences from Previous Contract**

The contract amendment is similar to previous years with a few changes. The original contract amount for 2020 was \$97,661.65, and the first contract amendment for 2021 included a 5% reduction in annual contract cost to \$92,778.57. This second amendment to the contract includes the original contract amount of \$97,661.65. The timeframe of the contract is extended through December 31, 2022. The General Terms are revised to include recently adopted contract clause changes regarding non-discrimination. The Scope of Work also amends the clause concerning preparation of written recommendations and decisions to clarify that this duty is inclusive of clerical services.

Please contact Cathy Halka at extension 5019, if you have any questions or concerns regarding the terms of this agreement.

Encl.