



MEMORANDUM

TO: Jack Louws, County Executive
Members of the Whatcom County Council

FROM: Marina Engels, Deputy Clerk of the Council

RE: Renewal of contract with Michael Bobbink

DATE: December 13, 2018

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

▪ **Background and Purpose**

Michael Bobbink has been providing hearing examiner services to Whatcom County for several years. He recently contacted us asking that his contract be amended to include a provision to allow him to appoint pro tem hearing examiners, if necessary.

▪ **Funding Amount and Source**

Funding for this contract is included in the Hearing Examiner's 2019 budget at the same rate as the previous year and this amendment does not require a change in compensation.

▪ **Differences from Previous Contract**

The current section of the contract reads as follows:

30.2 Assignment and Subcontracting: The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

The requested change would read as follows:

30.2 Pro Tempore Assignment: On rare occasions, there may be hearings that the Hearing Examiner will not be able to conduct for reasons including, but not limited to, conflict of interest, illness, accident, or personal/family crisis. In those instances, the Hearing Examiner is granted the authority to appoint a Hearing Examiner Pro Tem to assist in the matter. The appointed Pro Tem shall be free of conflicts of interest in the matter and must be an active member of the Washington State Bar Association with experience related to the matter before the Hearing Examiner. The County reserves the right to reject the appointment. Payment for pro tem services is included in the gross compensation provided to the Hearing Examiner under the terms of this contract and is the sole responsibility of the Hearing Examiner. All terms and conditions of this Agreement shall apply to any Hearing Examiner Pro Tem.

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

Thank you.