WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:					
Division/Program: (i.e. Dept. Division and Program)					
Contract or Grant Administrator:					
Contractor's / Agency Name:					
		ewal to an Existing Contract? Yes No VCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval? Yes No Already approved? Council Approved Date:		If No, include WCC: (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, Whatco	m 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:			
Is this agreement excluded from E-Verify?	No Yes	If no, include Attachment D Contractor Declaration form.			
☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments). Contract Amount:(sum of original contract amount and any prior amendments): \$ than \$10,000. This Amendment Amount: \$ than \$10,000. 1. Exer 2. Contract Council and \$10,000. This Amendment Amount: \$ than \$10,000. 1. Exer 2. Contract Council and \$10,000. 2. Contract Amount: \$ than \$10,000. 3. Bid of 4. Equipose 5. Contract Council and \$10,000. 4. Equipose 5. Contract Council and \$10,000. 5. Contract Amount: \$ than \$10,000. 1. Exer 2. Contract Council and \$10,000. 1. Exer 2. Contract Council and \$10,000. 2. Contract Council and \$10,000. 3. Bid of 4. Equipose 5. Contract Council and \$10,000. 4. Equipose 5. Contract Council and \$10,000. 6. Council and \$10,0		crofessional. Goods and services provided due to an emergency Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. croval required for; all property leases, contracts or bid awards exceeding d professional service contract amendments that have an increase greater 0 or 10% of contract amount, whichever is greater, except when: sing an option contained in a contract previously approved by the council. ct is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. award is for supplies. ment is included in Exhibit "B" of the Budget Ordinance. ct is for manufacturer's technical support and hardware maintenance of nic systems and/or technical support and software maintenance from the			
	developes	r of proprietary software currently used by Whatcom County.			
The second second					
Term of Contract:		Expiration Date:			
Contract Routing: 1. Prepared by: 2. Attorney signoff:		Date: Date:			
2. Attorney signoff: 3. AS Finance reviewed:		Date:			
4. IT reviewed (if IT related)	:	Date:			
5. Contractor signed:		Date:			
6. Submitted to Exec.:		Date:			
7. Council approved (if neces	ssary):	Date:			
8. Executive signed:9. Original to Council:		Date: Date:			
7. Original to Council.		Date.			

Whatcom County Contract No.	
_201911034-2	

Amendment No. 2 Whatcom County Contract No. 201911034 CONTRACT BETWEEN WHATCOM COUNTY AND Michael Bobbink

THIS AMENDMENT is to the Contract between Whatcom County and Michael Bobbink, dated December 4, 2019 and designated "Whatcom County Contract No. 201911034". In consideration of the mutual benefits to be derived, the parties agree to the following:					
This Amendment extends the term of this Agreement through <u>December 31, 2022</u> , and increases the maximum consideration by \$97,661.65_to a total consideration of \$_288,101.87					
This Amendment replaces Sections 35.1 and 35.2 of the General Conditions as shown in attached General Conditions (Revisions to 35.1 and 35.2).					
This Amendment replaces the Scope of Work, Exhibit A, to clarify the intent of the contract to include clerical services in the preparation of written recommendations and decisions.					
Finally, Exhibit B is amended as shown in the attached Exhibit B.					
Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.					
This Amendment takes effect:, regardless of the date of signature.					
IN WITNESS WHEREOF, Whatcom County andMichael Bobbinkhave executed this Amendment on the date and year below written.					
DATED this leth day of August, 2021.					
CONTRACTOR:					
MICHAEL BOBBINK MICHAEL BOBBINK					
STATE OF WASHINGTON) ss. COUNTY OF WHATCOM On this 1 day of Agreet, 2014, before me personally appeared in the whole with the whole washing the second of the and who executed the above instrument and who acknowledged to me the					
NOTARY PUBLIC in and for the State of Washington, which services printed name, residing at Eversan wh My commission expires 11123					

WHATCOM COUNTY:			
Recommended for Approval:			
Department Supervisor	8.16.2021 Date		
Approved as to form:			
Karen Frakes (by email)	8/6/2021		
Prosecuting Attorney	Date		
Approved: Accepted for Whatcom County:			
By:Satpal Singh Sidhu, Whatco	m County Executive		
STATE OF WASHINGTON) ss			w
COUNTY OF WHATCOM			
On this day of Executive of Whatcom County, who ex	, 20, before more decuted the above instrument	e personally appeared Satpal Singh S nt and who acknowledged to me the a	Sidhu, to me known to be the act of signing and sealing thereof,
		NOTARY PUBLIC in and for the S residing at	_, printed name.

CONTRACTOR INFORMATION:

MICHAEL BOBBINK

528 CLARK ROAD BELLINGHAM, WA, 98225

Contact Name: Michael Bobbink Contact Phone: 360-220-1134

Contact FAX: n/a

Contact Email: mbobbink@live.com

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.