

**MODIFICATION #1
INTERLOCAL CONTRACT #2014-CPU-02**

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666, 360-397-2130

and

CLARK PUBLIC UTILITIES, a municipal corporation

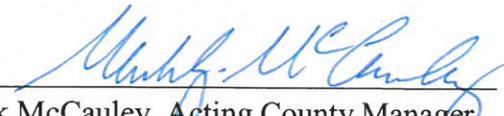
P.O. Box 8900, Vancouver, WA 98668, 360-992-3000

Program:	Weatherization Intake Appointments
Contract Period:	January 1, 2016 through December 31, 2016
Budget for this Contract Period:	\$10,000
Revised Total Contract Amount:	\$30,000
Funding Sources:	Weatherization (WX) – Fund 1936
DUNS Number:	041185606

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Gretchen Alexander 360-992-3583 galexander@clarkpud.com	Melissa Ankeny (360) 992-3495 mankeny@clarkpud.com	Mike Selig 360-397-2375 x 4540 mike.selig@clark.wa.gov	John Jokela 360-397-2075 x 7883 john.jokela@clark.wa.gov

Clark County, hereinafter referred to as the "County," and Clark Public Utilities, hereinafter referred to as the "Contractor," agree to the terms and conditions of this Interlocal Contract Modification by signing below:

FOR CLARK COUNTY:

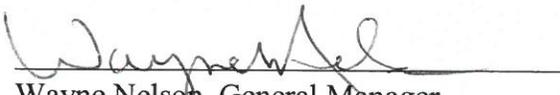


Mark McCauley, Acting County Manager

1/26/16

Date

FOR CLARK PUBLIC UTILITIES:

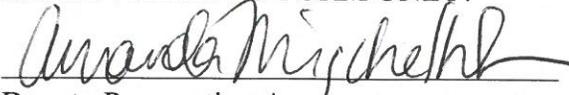


Wayne Nelson, General Manager

1-22-16

Date

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

Approved as to form:



John Eldridge, Legal Counsel

BUDGET SUMMARY
INTERLOCAL CONTRACT #2014-CPU-02.1
CLARK PUBLIC UTILITIES

CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Salaries and Benefits	Cost Reimbursement	WX Fund 1936	\$30,000
CONTRACT TOTAL			\$30,000

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract (28-months) 09/01/13 - 12/31/15	\$20,000	\$20,000
Amendment #1 12-month Contract Extension: 01/01/16 -12/31/16	\$10,000	\$30,000

2. MODIFICATIONS

- 2.1. The current contract Period of Performance and Contract End Date are both extended for 12 months through December 31, 2016. Thereafter, the contract will automatically renew for three (3) successive 12-month periods unless terminated by either party with 30-days written notice.
- 2.2. The annual amount for each contract extension shall be determined by the County and communicated to the Contractor in writing during the first quarter of each calendar year.
- 2.3. The budget for the new contract period of January 1, 2016 through December 31, 2016 shall not exceed **\$10,000.00** as shown on the attached Budget Summary or as otherwise increased in writing by the County during the contract period.
- 2.4. The total contract amount is increased by \$10,000.00 from \$20,000.00 to **\$30,000**.
- 2.5. Section 4 of the original contract, "CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION," is hereby replaced in its entirety with the revised Section 4 shown in the attached Exhibit A.
- 2.6. Section 10 of the original contract, "FISCAL AUDIT," is hereby replaced in its entirety with the revised Section 10 shown in the attached Exhibit A.
- 2.7. A new Section 20 entitled "EMPLOYMENT VERIFICATION PROGRAM" is hereby added to the contract and is shown in the attached Exhibit A.
- 2.8. All other terms and conditions of the original contract remain the same.

3. ENTIRE CONTRACT

This modification incorporates the original Contract and any subsequent modifications by reference. The parties agree that the original Contract, subsequent modifications, and this modification are the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modifications of this Contract shall be in writing and signed by both parties. Failure to comply with any of the

provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize that time is of the essence in the performance of the provisions of this modified Contract.

4. DEBARMENT OR EXCLUSION

By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

EXHIBIT A

ADDITIONS AND REVISIONS TO SPECIAL TERMS AND CONDITIONS

The following sections are either added to or replace those of the original contract, as indicated.

Revised Section 4:

4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
 - 4.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms “covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,” as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.
 - 4.2. LOWER TIER COVERED TRANSACTIONS
 - a) The Lower Tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the Lower Tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
 - 4.3. Before entering into a “covered transaction” with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:
 - (a) Checking the federal Excluded Parties List System (EPLS) at sam.gov
 - (b) Collecting a certification from the person or party; or
 - (c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180
 - 4.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - 4.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 4.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.
- 4.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

Revised Section 10:

10. FISCAL AUDIT

- 10.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and that meets the financial management systems requirements of the Contract.
- 10.2. The Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:
 - 10.2.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.
 - 10.2.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 10.2.3. Public Entities are exempt from the semi-annual financial reporting requirement.
- 10.3. If the Contractor (1) expends \$750,000 or more in Federal awards during the Contractor's fiscal year or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508.
- 10.4. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required. The Contractor shall provide to the County a corrective action plan for any audit findings and a copy of any

Management Letter, within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

- 10.5. If the Contractor expends \$750,000 or more in federal funds during the fiscal year, an audit report is required. Where applicable, the Contractor shall include a corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

- 10.5.1. Non-Profit Contractors and Public Entities – The audit report must meet Title 2 CFR requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 CFR requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. Title 2 CFR Audits for fiscal years that include this contract shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

- 10.5.2. For Profit Contractors – An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

- 10.6. If applicable, the Contractor shall include a Corrective Action Plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

New Section 20.:

20. EMPLOYMENT VERIFICATION PROGRAM

- 20.1. If the amount of this Contract is equal to or greater than \$25,000, the Contractor must enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.

- 20.2. If the Contractor has sub-contracts in an amount equal to or greater than \$25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed

by an MOU) within 30 days after the contract start date.

- 20.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.
- 20.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.