

**MODIFICATION OF INTERLOCAL CONTRACT FOR SERVICES**

between

**CLARK COUNTY**

and

**CLARK PUBLIC UTILITIES**

PO Box 8900

Vancouver, Washington 98668

(360) 992-3000

THE INTERLOCAL CONTRACT FOR SERVICES between Clark County, by and through its Department of Community Services (hereinafter referred to as the "County") and Clark Public Utilities (hereinafter referred to as "CPU"), is hereby MODIFIED as follows:

WHEREAS, The State of Washington Department of Commerce awarded a grant with associated administrative responsibilities to the County to achieve the goals and objectives of the Low Income Home Energy Assistance Program (LIHEAP); and,

WHEREAS, the parties entered into an Interlocal Contract for Services for the period of October 1, 2014 through April 30, 2016 for CPU to operate the LIHEAP Program; and,

WHEREAS, the County has budgeted funds for the purposes intended to be served by this contract;

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

1. MODIFICATIONS

- 1.1. The total budget authority is increased by \$89,263.00, from \$2,160,316.00 to **\$2,249,579.00**. Funds are allocated as shown in the attached Budget Summary.
- 1.2. CPU agrees to allow the County to make adjustments to individual budget lines of this Contract when necessary and in the interests of both parties. In the event that the County needs to adjust the stated budget amounts of this Contract, CPU grants the County the right to unilaterally modify said budget lines by issuing a contract amendment that, provided the total contract amount remains unchanged, will not require the signature of CPU.
- 1.3. All other terms and conditions of the original contract and subsequent amendments remain the same.

2. ENTIRE CONTRACT

This modification incorporates the original Interlocal Contract for Services and subsequent modifications by reference. The parties agree that the original Interlocal Contract for Services, subsequent modifications, and this modification are the complete expressions of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Interlocal Contract for Services 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. The parties recognize that time is of the essence in the performance of the provisions of this modified Interlocal Contract for Services.

3. DEBARMENT OR EXCLUSION CERTIFICATION

By signing this modification, CPU 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 CPU is an Excluded Person. In addition, CPU certifies that no employee or subcontractor of CPU who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

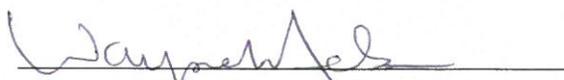
IN WITNESS WHEREOF, the parties hereto have caused this modification of the Interlocal Contract for Services to be executed by the dates and signatures hereunder affixed.

**FOR CLARK COUNTY:**

  
\_\_\_\_\_  
Mark McCauley, Acting County Manager

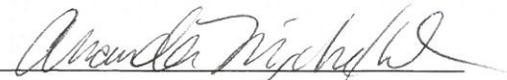
12/14/15  
Date

**FOR CLARK PUBLIC UTILITIES:**

  
\_\_\_\_\_  
Wayne Nelson, General Manger

12-9-15  
Date

**APPROVED AS TO FORM ONLY:**

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Approved as to form:

  
\_\_\_\_\_  
John Elgridge, Legal Counsel

**BUDGET SUMMARY**  
**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**  
**Clark Public Utilities**

Category	Total (\$)
<b>ADMINISTRATION:</b>	
Salaries	36,590.00
Fringe Benefits	<b>10,743.00</b>
Office Supplies	1,575.00
Travel	3,000.00
Audit	<b>4,695.00</b>
Intake (related portion of staff time costs)	60,500.00
Appointment Line Administration	7,900.00
<b>TOTAL ADMINISTRATION:</b>	<b>125,003.00</b>
<b>OTHER DIRECT SERVICES:</b>	
Salaries	<b>137,074.00</b>
Benefits	<b>41,117.00</b>
Office Space	2,995.00
Telephone/Postage	20,400.00
Equipment	5,000.00
Interpreters	6,900.00
<b>TOTAL OTHER DIRECT SERVICES:</b>	<b>213,486.00</b>
<b>CONSERVATION EDUCATION:</b>	
Salaries	<b>81,930.00</b>
Benefits	<b>24,577.00</b>
Printed Materials & Supplies	15,000.00
<b>TOTAL CONSERVATION EDUCATION:</b>	<b>121,507.00</b>
<b>DIRECT SERVICES:</b>	
<b>TOTAL DIRECT SERVICES:</b>	<b>1,789,583.00</b>
<b>TOTAL CONTRACT BUDGET:</b>	
	<b>\$2,249,579.00</b>