

**MODIFICATION #5
CONTRACT #2015-CPU-01**

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

CLARK PUBLIC UTILITIES

PO Box 8900, Vancouver, Washington 98668

Program: Low Income Home Energy Assistance Program (LIHEAP)
Contract Period: October 1, 2014 through March 31, 2016
Revised Total Contract Amount: \$2,289,579
Funding Sources: LIHEAP (Fund 1936)
DUNS Number: 044111037
CFDA Number: 93.568

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 mankeney@clarkpud.com	Samantha Whitley 360-397-2075 x7842 samantha.whitley@clark.wa.gov	John Jokela 360-397-2075 x7883 john.jokela@clark.wa.gov

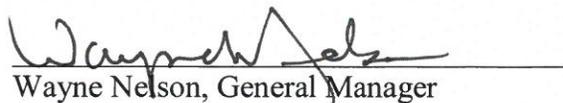
Clark County, hereinafter referred to as the "County," and Clark Public Utilities, a municipal corporation, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Interagency Agreement and this Contract Modification by signing below:

FOR CLARK COUNTY:


Mark McCauley, Acting County Manager

2/19/16
Date

FOR CLARK PUBLIC UTILITIES:


Wayne Nelson, General Manager

2-16-16
Date

APPROVAL AS TO FORM ONLY:


Deputy Prosecuting Attorney

Approved as to form:


Lisa Eldridge, Legal Counsel

**BUDGET SUMMARY
 CONTRACT #2015-CPU-01.5
 CLARK PUBLIC UTILITIES**

**CONTRACT PERIOD
 OCTOBER 1, 2014 THROUGH MARCH 31, 2016**

Category	Total (\$)
ADMINISTRATION:	
Salaries	36,590.00
Fringe Benefits	10,743.00
Office Supplies	1,575.00
Travel	3,000.00
Audit	4,695.00
Intake (related portion of staff time costs)	60,500.00
Appointment Line Administration	7,900.00
TOTAL ADMINISTRATION:	125,003.00
OTHER DIRECT SERVICES:	
Salaries	137,074.00
Benefits	41,117.00
Office Space	2,995.00
Telephone/Postage	20,400.00
Equipment	5,000.00
Interpreters	6,900.00
TOTAL OTHER DIRECT SERVICES:	213,486.00
CONSERVATION EDUCATION:	
Salaries	81,930.00
Benefits	24,577.00
Printed Materials & Supplies	15,000.00
TOTAL CONSERVATION EDUCATION:	121,507.00
DIRECT SERVICES:	1,829,583.00
TOTAL DIRECT SERVICES:	1,829,583.00
TOTAL CONTRACT BUDGET:	\$2,289,579.00

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract (18-months) 10/01/15 – 03/31/16	\$1,416,827.00	\$1,416,827.00
Amendment #1 02/25/15 Add funds	\$545,696.00	\$1,962,532.00
Amendment #2 05/21/15 Add funds	\$192,644.00	\$2,155,167.00
Amendment #3 11/03/15 Add funds	\$5,149.00	\$2,160,316.00
Amendment #4 12/14/15 Add funds	\$89,263.00	\$2,249,579.00
Amendment #5 Add funds	\$40,000.00	\$2,289,579.00

2. MODIFICATIONS

- 2.1. The Budget Summary line labeled Direct Services is increased by \$40,000.00 from \$1,789,583.00 to \$1,829,583.00.
- 2.2. The total contract amount is increased by \$40,000.00 from \$2,249,579.00 to \$2,289,579.00.
- 2.3. All other terms and conditions of the original contract, as amended, 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. Except as otherwise provided in the contract, 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.

5. CONTRACT MODIFICATIONS FOR BUDGET LINE ADJUSTMENTS

The Contractor agrees to allow the County to make adjustments to the 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 specified in the Statements of Work of this Contract, the Contractor 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 the Contractor.