

Modification of CDBG Agreement
between

CLARK COUNTY, WASHINGTON
and

CITY OF CAMAS
P O Box 1055
Camas, WA 98607

For

Community Center Parking Improvements

THE CDBG AGREEMENT entered into between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and the City of Camas, hereinafter referred to as the Contractor, is hereby modified as follows:

WHEREAS, the parties entered into a CDBG Agreement for the period of April 12, 2013 through October 31, 2013 for the Community Center Parking Improvements; and

WHEREAS, the County has budgeted CDBG funds for the project through Fund 1939 (CFDA 14.218);

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:

I. MODIFICATIONS

- A. The Contract end date is extended from October 31, 2013 to October 1, 2020.
- B. The Contract section on page 17 entitled "Promissory Note and Deed of Trust" is amended to read as follows:

PROMISSORY NOTE AND DEED OF TRUST

The Contractor shall enter into a Promissory Note ~~and Deed of Trust~~ with the County that runs with the land for the repayment of the no-interest loan. The facility must meet one of the national objectives found at 24 CFR 570.208 for **at least** seven years.

- If the land does not meet one of the national objectives for five years, the total amount of the loan must be immediately repaid to the County.
- If the land meets the national objective for five or more years but less than six years, half the loan will be repaid without proration for the length of time.
- If the land meets the national objective for more than six years but less than seven years, \$7,500 will be repaid without proration for the length of time.

- After seven years of meeting the national objective, the loan will be forgiven with no repayment **required**.

The Promissory Note will impose conditions, including the maintaining of property insurance to full insurable value of the structure, which the County determines are necessary to protect the CDBG funds. ~~The Contractor shall keep the property free and clear of all other charges, liens, or encumbrances impairing the security of the Deed.~~

- C. These modifications do not alter nor nullify any of the remaining provisions of the original Contract.

II. REASONS FOR MODIFICATIONS:

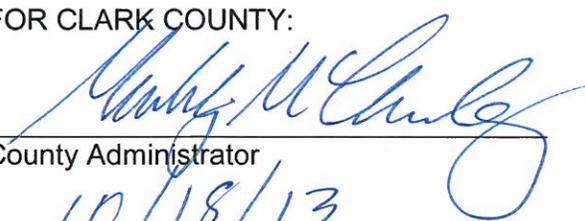
- A. The Contract period must extend the length of the HUD affordability period, which ends October 1, 2020.
- B. The City will not be required to sign a deed of trust. The promissory note will sufficiently protect the County's \$30,000 investment in the parking lot improvements.

III. ENTIRE AGREEMENT:

This modification incorporates the original Contract by reference. The parties agree that the original Contract 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 Contract.

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

FOR CLARK COUNTY:

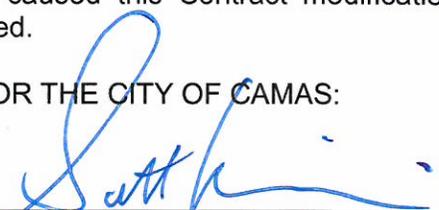


County Administrator

10/18/13

Date

FOR THE CITY OF CAMAS:



Signature

MAYOR

Title

APPROVAL AS TO FORM ONLY:



Deputy Prosecuting Attorney

October 7, 2013

Date

STATEMENT OF WORK
CITY OF CAMAS
COMMUNITY CENTER PARKING IMPROVEMENTS

PROJECT DESCRIPTION

This project consists of acquisition of a vacant parcel west of the Camas Community Center (the Center) to create approximately 18 new parking spaces for citizens using the Center. The property is located at 717 SE Polk Street in Camas, WA 98607, across the street from the Center. The approximate area is 9,887 sf. Accessible parking is located adjacent at the Center. The property is graveled and ready for use as a parking lot.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

- A. The Contract period begins on the date signed by the County through **October 1, 2020**.
- B. The Period of Performance begins on the date signed by the County and ends on **September 30, 2013**. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

PROJECT BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

PAYMENT PROVISIONS

1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:

- Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;
 - Other direct costs: vendor names, dates of service and amount.
- ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
- Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
- b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.
2. Match Requirements. Prior to the County's final payment, the Contractor shall document total match expended. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
3. Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
4. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The names of the liaison and representatives will be specified on the Authorization Signature Form.
5. Payment Provisions for Construction Projects where Federal Labor Standards Apply. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s).
- ~~6. Contract Closeout: The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period.~~