

**CONTRACT # 2012-DD-24 .3**

**MODIFICATION OF CONTRACT  
BETWEEN CLARK COUNTY  
AND**

**EDUCATIONAL SERVICE DISTRICT 112  
2500 NE 65<sup>th</sup> Avenue  
Vancouver, Washington 98661**

THE CONTRACT between Clark County, by and through its Department of Community Services, hereinafter referred to as the County, and Educational Service District 112, hereinafter referred to as the Contractor, is hereby modified as follows:

WITNESSETH:

WHEREAS, the parties entered into a Contract for the period of July 1, 2011 through July 31, 2013 for Early Intervention Services in Natural Environments; and

WHEREAS, the County has budgeted for these programs through Fund 1953; and

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. Increase the budget for Early Intervention Services in Natural Environments for the period of 7/1/11 through 6/30/12 by \$3,085 from \$108,130 to \$111,215.
- B. The Total Budget Authority for the Contract increases \$3,085 from \$196,490 to \$199,575.

**All changes are noted in Bold.**

These modifications do not alter nor nullify any of the remaining provisions of the original Statement of Work.

II. REASONS FOR MODIFICATIONS

There is a need for this Contractor to be able to provide more services for Early Intervention Services in Natural Environments.

III. ENTIRE CONTRACT

This modification incorporates the original Contract and statements of work by reference. The parties agree that the original Contract, previous modification 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 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.

It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modification does not constitute a waiver of the provisions of this modification.

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

FOR CLARK COUNTY:

FOR THE CONTRACTOR:

  
\_\_\_\_\_  
Bill Barron, County Administrator

  
\_\_\_\_\_  
Signature

7/18/12  
\_\_\_\_\_  
Date

ESD 112 Superintendent  
\_\_\_\_\_  
Title

APPROVAL AS TO FORM ONLY:  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney

7/11/2012  
\_\_\_\_\_  
Date

**CONTRACT #2012-DD-24.3  
BUDGET SUMMARY  
EDUCATION SERVICE DISTRICT 112  
July 1, 2011 – June 30, 2013**

<b>Service Category</b>	<b>Payment</b>	<b>Revenue Source</b>	<b>BARS</b>	<b>Program Code / Reporting Category</b>	<b>Budget 7/1/11 – 6/30/12</b>	<b>Budget 7/1/12 – 6/30/13</b>
Early Intervention Services in Natural Environments	Fee-for-Service	DDD / DD Property Taxes	568.61	772 /019478	<b>\$111,215</b>	\$83,000
			568.111	772 / 019465		
			568.31			
<b>Community Information</b>	<b>Cost Reimbursement</b>		568.40		\$3,610	--
Training & Travel	Cost Reimbursement				\$1,250	\$500
<b>BUDGET PERIOD TOTALS</b>					<b>\$116,075</b>	<b>\$83,500</b>
<b>TOTAL</b>					<b>\$199,575</b>	