

**MODIFICATION #1
CONTRACT #2015-CDBG-1505**

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

TOWN OF YACOLT

P.O. Box 160, Yacolt, WA 98675

Program: Recreation Park Walking Path
Contract Period: July 13, 2015 through June 30, 2016
Budget for this Contract Period: \$25,000
Revised Total Contract Amount: \$25,000
Funding Sources: Federal – HUD
DUNS Number: 612546408
CFDA Number: 14.218

Contractor Program Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Pete Roberts 360-686-3922 pete.roberts@townofyacolt.com	Cindy Marbut 360-686-3922 townofyacolt@centurytel.net	Samantha Whitley 360-397-2075 x 7842 samantha.whitley@clark.wa.gov	Rhonda Hills 360-397-2075 x 7836 rhonda.hills@clark.wa.gov

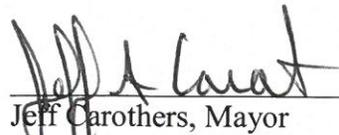
Clark County, hereinafter referred to as the "County," and Town of Yacolt, hereinafter referred to as the "Contractor," agree to the terms and conditions of the County Interagency Agreement and this Contract Modification by signing below:

FOR CLARK COUNTY:


Mark McCauley, Acting County Manager

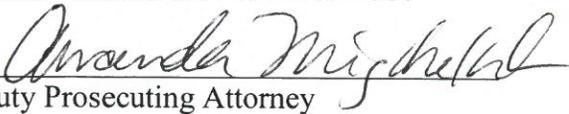
2/5/16
Date

FOR TOWN OF YACOLT:


Jeff Carothers, Mayor

2-1-16
Date

APPROVAL AS TO FORM ONLY:


Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2015-CDBG-1505.1
TOWN OF YACOLT

<u>Source</u>	<u>Fund Amount</u>
A. Clark County CDBG Reprogrammed	\$25,000
B. Town contribution	\$ 5,000

Contract Period 7/13/15 through 6/30/16

Itemized Cost	Total Cost	A.	B.
Construction	27,250	25,000	2,250
Engineer/Architect	2,750		2,750
PROJECT TOTALS	30,000	25,000	5,000

Match is 16.67% (5,000 / 30,000)

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract 07/13/15 - 11/30/15	\$25,000	\$25,000
Modification #1 7-month Contract Extension: 12/1/15 - 6/30/16	\$0	\$25,000

2. MODIFICATIONS

- 2.1. The current contract Period of Performance and Contract Period are both extended through June 30, 2016.
- 2.2. The Project Close Out date appearing on the Project Schedule is extended through June 30, 2016.
- 2.3. The total contract amount remains the same.
- 2.4. 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. 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.

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.