

**MODIFICATION #2
INTERLOCAL CONTRACT #2014-CPU-02**

between

CLARK COUNTY
P.O. Box 5000, Vancouver, WA 98666

and

CLARK PUBLIC UTILITIES
P.O. Box 8900, Vancouver, WA 98668

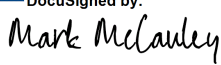
Program:	Weatherization Intake Appointments
Contract Period:	September 1, 2013 through December 31, 2017
Budget for this Contract Period:	\$10,000
Revised Total Contract Amount:	\$40,000
Funding Sources:	Weatherization (WX) – Fund 1936
DUNS Number:	041185606

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 mankeny@clarkpud.com	Mike Selig 360-397-2375 x 4540 mike.selig@clark.wa.gov	John Jokela 360-397-2075 x 7883 john.jokela@clark.wa.gov

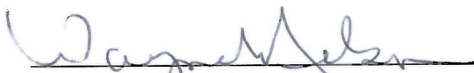
By signing below, Clark County, hereinafter referred to as the “County,” and Clark Public Utilities, hereinafter referred to as the “Contractor,” agree to the terms of this Contract Modification as well as the Clark County Department of Community Services General Terms and Conditions which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the General Terms and Conditions are available at: <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

FOR CLARK PUBLIC UTILITIES:

DocuSigned by:

2/23/2017
FB5426E8B9FA42C


Mark McCauley, County Manager



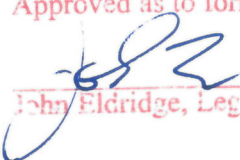
Wayne Nelson, General Manager

2-22-17
Date Signed

APPROVED AS TO FORM:

DocuSigned by:

2/23/2017
F6B2CB11526542F

Deputy Prosecuting Attorney

Approved as to form:

John Eldridge, Legal Counsel

**BUDGET SUMMARY
INTERLOCAL CONTRACT #2014-CPU-02.2
CLARK PUBLIC UTILITIES**

**Contract Period
January 1, 2017 to December 31, 2017**

CATEGORY	PAYMENT TYPE	REVENUE SOURCE	BUDGET
Salaries and Benefits	Cost Reimbursement	WX Fund 1936	\$10,000
CONTRACT TOTAL FOR THE PERIOD 1/1/17 – 12/31/17			\$10,000

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Base Contract (28-months) 09/01/13 - 12/31/15	\$20,000	\$20,000
Amendment #1 12-month Contract Extension: 01/01/16 -12/31/16	\$10,000	\$30,000
Amendment #2 12-month Contract Extension: 01/01/17 – 12/31/17	\$10,000	\$40,000

2. MODIFICATIONS

- 2.1. On January 1, 2017 this contract was automatically extended for 12 months through December 31, 2017. This was the first of three automatic renewals.
- 2.2. The budget for the contract period January 1, 2017 through December 31, 2017 shall be **\$10,000**. Unspent funds from previous contract periods shall not be carried forward.
- 2.3. The total contract amount is thereby increased by \$10,000.00 from \$30,000.00 to **\$40,000**.
- 2.4. A new section 21 “TERMINATION” is added to the Special Terms and Conditions shown in the attached Exhibit A.
- 2.5. All other terms and conditions of the original contract 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, unless allowed elsewhere 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.

EXHIBIT A

ADDITIONS AND REVISIONS TO SPECIAL TERMS AND CONDITIONS

New Section 21:

21. TERMINATION

- 21.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
- 21.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
- 21.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing no fewer than ten (10) calendar days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 21.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause by providing no fewer than ten (10) calendar days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 21.3. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- 21.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

Certificate Of Completion

Envelope Id: 760DFC2310B14DC79B893488A1777DAF	Status: Completed
Subject: Please DocuSign this contract modification 2014-CPU-02.2 with Clark Public Utilities	
Source Envelope:	
Document Pages: 5	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jay Carstens
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	jay.carstens@clark.wa.gov
	IP Address: 64.4.182.194

Record Tracking

Status: Original 2/23/2017 8:44:02 AM	Holder: Jay Carstens jay.carstens@clark.wa.gov	Location: DocuSign
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Signer Events

Amanda Migchelbrink
amanda.migchelbrink@clark.wa.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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Viewed: 2/23/2017 9:52:54 AM
Signed: 2/23/2017 9:53:03 AM

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Electronic Record and Signature Disclosure:
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ID: 7f02313b-789b-4fa0-968a-d70e729a8e65

Tina Redline
tina.redline@clark.wa.gov
Office Supervisor
Clark County, WA
Security Level: Email, Account Authentication (None)

Completed

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Viewed: 2/23/2017 10:00:43 AM
Signed: 2/23/2017 10:00:47 AM

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Jay Carstens
jay.carstens@clark.wa.gov
Management Analyst XXX
Clark County (corrected)
Security Level: Email, Account Authentication (None)

Completed

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Using IP Address: 64.4.182.194

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Mark McCauley
mark.mccauley@clark.wa.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signed using mobile

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Janet Snook janet.snook@clark.wa.gov oa dcs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/23/2017 10:30:58 AM Viewed: 2/23/2017 10:40:21 AM
Lynn Mueller lynn.mueller@clark.wa.gov Senior Management Analyst Clark County Department of Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 2/23/2017 10:30:58 AM
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Signing Complete	Security Checked	2/23/2017 10:30:58 AM
Completed	Security Checked	2/23/2017 10:30:58 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.