

MODIFICATION OF INTERLOCAL CONTRACT FOR SERVICES

between

CLARK COUNTY

and

CLARK PUBLIC UTILITIES

PO Box 8900

Vancouver, Washington 98668

(360) 992-3000

THE INTERLOCAL CONTRACT FOR SERVICES between Clark County, by and through its Department of Community Services (hereinafter referred to as the "County") and Clark Public Utilities (hereinafter referred to as "CPU"), is hereby MODIFIED as follows:

WHEREAS, The State of Washington Department of Commerce awarded a grant with associated administrative responsibilities to the County to achieve the goals and objectives of the Low Income Home Energy Program (LIHEAP); and,

WHEREAS, the parties entered into an Interlocal Contract For Services for the period of October 1, 2014 through April 30, 2016 for CPU to operate the LIHEAP Program; and,

WHEREAS, the County has budgeted funds for the purposes intended to be served by this contract;

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:

1. MODIFICATIONS

1.1. The total budget authority is increased by \$5,149, from \$2,155,167 to \$2,160,316. Funds are allocated as shown in the attached Budget Summary.

1.2. All other terms and conditions of the original contract and subsequent amendments remain and same.

2. ENTIRE CONTRACT

This modification incorporates the original Interlocal Contract For Services and subsequent modifications by reference. The parties agree that the original Interlocal Contract For Services, subsequent modifications, 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 Interlocal 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. The parties recognize that time is of the essence in the performance of the provisions of this modified Interlocal Contract.

3. DEBARMENT OR EXCLUSION

By signing this modification, CPU 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 CPU is an Excluded Person. In addition, CPU certifies that no employee or subcontractor of CPU who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

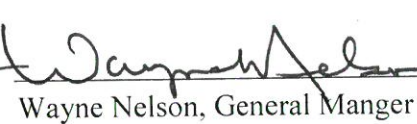
IN WITNESS WHEREOF, the parties hereto have caused this modification of the Interlocal Contract For Services to be executed by the dates and signatures hereunder affixed.

FOR CLARK COUNTY:

FOR CLARK PUBLIC UTILITIES:



Mark McCauley, Acting County Manager



Wayne Nelson, General Manger

11/3/15
Date

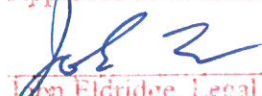
10-26-15
Date

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney

Approved as to form:



John Eldridge, Legal Counsel

BUDGET SUMMARY
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
Clark Public Utilities

Category	Total (\$)
ADMINISTRATION:	
Salaries	36,590
Fringe Benefits	10,977
Office Supplies	1,575
Travel	3,000
Audit	3,500
Intake (related portion of staff time costs)	60,500
Appointment Line Administration	7,900
TOTAL ADMINISTRATION:	124,042
OTHER DIRECT SERVICES:	
Salaries	135,199
Benefits	40,555
Office Space	2,995
Telephone/Postage	20,400
Equipment	5,000
Interpreters	6,900
TOTAL OTHER DIRECT SERVICES:	211,049
CONSERVATION EDUCATION:	
Salaries	80,990
Benefits	24,299
Printed Materials & Supplies	15,000
TOTAL CONSERVATION EDUCATION:	120,289
DIRECT SERVICES:	1,704,936
TOTAL DIRECT SERVICES:	1,704,936
TOTAL CONTRACT BUDGET:	2,160,316

This budget may be subject to a federally imposed spending limit until full funding is authorized by the Department of Commerce.

—