

**MODIFICATION #3
INTERLOCAL CONTRACT #2016-CPU-01**

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666

and

CLARK PUBLIC UTILITIES

PO Box 8900, Vancouver, Washington 98668

Program:	Low Income Home Energy Assistance Program (LIHEAP)
Contract Period:	January 1, 2016 – March 31, 2017 (AR) with four 12-month extension options
Budget Authority:	Not to Exceed \$10,000,000.00
Funding Source:	Fund 1936 – LIHEAP
DUNS Number:	044111037
CFDA Number:	93.568

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	Samantha Whitley 360-397-2075 x7842 samantha.whitley@clark.wa.gov	John Jokela 360-397-2075 x7883 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:

DocuSigned by:
Mark McCauley 12/28/2016
FB5428E889FA42C...
Mark McCauley, County Manager

FOR CLARK PUBLIC UTILITIES:

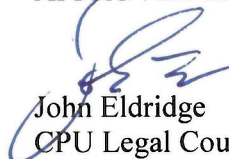
Wayne Nelson, General Manager



APPROVED AS TO FORM:

DocuSigned by:
Amanda Migchelbrink 12/28/2016
FB82CB11528542F...
Amanda Migchelbrink
Deputy Prosecuting Attorney

APPROVED AS TO FORM:



John Eldridge
CPU Legal Counsel

BUDGET SUMMARY
INTERLOCAL CONTRACT #2016-CPU-01.3
FREE CLINIC OF SOUTHWEST WASHINGTON

CONTRACT YEAR
JANUARY 1, 2016 THROUGH MARCH 31, 2017

CATEGORY	ASSISTANCE TYPE	PAYMENT TYPE	REVENUE SOURCE	01/01/16 – 03/31/17	TOTAL
Direct Services	Energy Assistance	Cost Reimbursement	LIHEAP (Fund 1936) 16-32606-058	\$1,487,620.00	
Other Direct Services				\$182,592.00	
Conservation Education				\$104,339.00	
Administration				\$108,451.00	
Direct Services	Energy Assistance	Cost Reimbursement	LIHEAP (Fund 1936) 16-32606-058 Amend-A	\$197,904.00	
Other Direct Services				\$20,373.00	
Conservation Education				\$11,641.00	
Administration				\$12,040.00	
Direct Services	Energy Assistance	Cost Reimbursement	LIHEAP (Fund 1936) 16-32606-058 Amend-B	\$94,407.00	\$1,779,931.00
Other Direct Services				\$3,612.00	\$206,577.00
Conservation Education				\$2,064.00	\$118,044.00
Administration				\$851.00	\$121,342.00
STATEMENT OF WORK #1 TOTAL					\$2,225,894.00
Additional Future Funds					\$7,774,106.00
CONTRACT TOTAL (Not to Exceed)					\$10,000,000.00 *

* Funding is limited to \$2,225,894.00. Thereafter, an additional \$7,774,106.00 may be available to the Contractor subject to Clark County's receipt of additional funding from the Washington State Department of Commerce. County will notify Contractor in writing if additional future funds are available.

1. CONTRACT HISTORY

Contract Term	Action Amount	Total Contract Amount
Original Contract (12 months) 01/01/16 – 12/31/16	Not to Exceed \$10,000,000.00	Not to Exceed \$10,000,000.00
Amendment #1 Budget Modification: Released funds	\$0.00	Not to Exceed \$10,000,000.00
Amendment #2 Budget Modification: Released funds	\$0.00	Not to Exceed \$10,000,000.00
Amendment #3 Added a new section 7.7	\$0.00	Not to Exceed \$10,000,000.00

2. MODIFICATIONS

2.1. The “Terms and Conditions” appearing in the original contract are renamed “Special Terms and Conditions”

2.2. A new section 7.7 is added to the Special Terms and Conditions “PAYMENT PROCEDURES” as follows:

7.7. The fringe benefits eligible for reimbursement under this Contract (e.g. retirement and insurance benefits) are based on 66% of the actual amounts paid to employees while they are performing services under a Statement of Work.

2.3. All other terms 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, 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.