

**CONTRACT # 2014-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, 2013 through July 31, 2014 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 funding for Statement of Work 1 – Early Intervention Services in Natural Environments by \$24,735 from \$85,680 to \$110,415.
- B. The total budget authority for the contract increases by \$24,735 from \$86,180 to \$110,915.

**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

The unallocated balance of the state allocation is being awarded to ESD112 based on the percentage of children they serve in natural environments in Clark County being disproportionate to the initial allocation.

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.

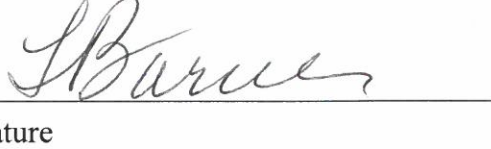
It is also agreed by the parties that the forgiveness of the non-compliance of any provision of this modification does not constitute a waiver of the provisions of this modification.

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:

  
\_\_\_\_\_  
County Administrator

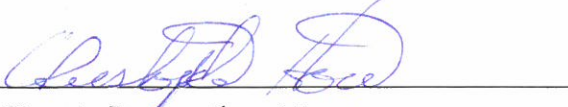
  
\_\_\_\_\_  
Signature

5/13/14  
\_\_\_\_\_  
Date

Superintendent  
\_\_\_\_\_  
Title

APPROVAL AS TO FORM ONLY:

May 8, 2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**CONTRACT #2014-DD-24.3  
BUDGET SUMMARY  
EDUCATION SERVICE DISTRICT 112  
July 1, 2013 – June 30, 2014**

<b>Service Category</b>	<b>Payment</b>	<b>Revenue Source</b>	<b>BARS</b>	<b>Program Code / Reporting Category</b>	<b>Budget 7/1/13– 6/30/14</b>
Early Intervention Services in Natural Environments	Fee-for-Service	DDA /	568.61	772 /019050	<b>\$110,415</b>
		DD Property Taxes	568.111	772 / 019465	
			568.31		
Training & Travel	Cost Reimbursement	DDA /			\$500
		DD Property Taxes	568.31	772/019050	
			568.111	772/019465	
<b>BUDGET PERIOD TOTALS</b>					<b>\$110,915</b>
<b>TOTAL</b>					<b>\$110,915</b>