attached hereto.

MODIFICATION INTERLOCAL CONTRACT #2016-CPU-01.15

between

CLARK COUNTY

P.O. Box 5000, Vancouver, WA 98666-5000

and

CLARK PUBLIC UTILITIES

PO Box 8900, Vancouver, Washington 98668-8900

Program:		Low Income Home Energy Assistance Program (LIHEAP)	
Contract Period:		January 1, 2016 – March 31, 2017 with four 12-month extension options	
Budget Authority:		Not to Exceed \$10,750,000.00	
Funding Source:		Fund 1936 – LIHEAP	
DUNS Number:		044111037	
CFDA Number:		93.568	
Contractor	Contractor	County	County
Program Contact	Fiscal Contact	Program Contact	Fiscal Contact
Gretchen Alexander 360.992.3583 galexander@clarkpud.com	Melissa Ankeny 360.992.3495 mankeny@clarkpud.com	Samantha Whitley 360.397.7842 samantha.whitley@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov
hereinafter referred to	as "CPU," agree to th	eferred to as the "County," ar e terms of this Contract as w al Terms and Conditions, a	vell as the Clark County

FOR CLARK COUNTY:

FOR CLARK PUBLIC UTILITIES:

For CLARK PUBLIC UTILITIES:

6/15/2020

Kathleen Otto, Interim County Manager

Lena Wittler, General Manager

APPROVED AS TO FORM: APPROVED AS TO FORM:

Amanda Migchelbrink 6/8/2020 John Eldridge 6/15/2020

Amanda Migchelbrink John Eldridge Deputy Prosecuting Attorney CPU Legal Counsel

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
Amendment #4 Add funds	\$750,000.00	Not to Exceed \$10,750,000.00

2. MODIFICATIONS

- 2.1. The budget for Energy Assistance is hereby increased by \$750,000 from \$10,000,000 to \$10,750,000.
- 2.2. 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.