

**MODIFICATION #1  
CONTRACT #2021-TERA-04**

between

**CLARK COUNTY**  
PO Box 5000, Vancouver, WA 98666-5000

and

**CLARK PUBLIC UTILITIES**  
PO Box 8900 Vancouver WA 98668-8900

**Program:** TERA Rent Assistance Program

Contract Period: March 1, 2021 through September 30, 2022

Total Contract Amount: \$1,650,000

Funding Sources: Treasury Rent Assistance Program  
Document Recording Fee Surcharge - Fund 1937

DUNS Number: 044111037

Assistance Listing Number: 21.023 (Contractor)

Procurement History: Emergency Declaration

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Chiharu Russell 360.992.3583 <a href="mailto:crussell@clarkpud.com">crussell@clarkpud.com</a>	Bryan Johnson 360.992.3589 <a href="mailto:bjohnson@clarkpud.com">bjohnson@clarkpud.com</a>	Tom Breitenbauch 225.263.3786 <a href="mailto:thomas.breitenbauch@clark.wa.gov">thomas.breitenbauch@clark.wa.gov</a>	Ryan Treglown 564.397.7815 <a href="mailto:ryan.treglown@clark.wa.gov">ryan.treglown@clark.wa.gov</a>

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 Community Services General Terms and Conditions, as amended, 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 County’s General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/announcements-and-general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

**FOR CLARK COUNTY:**

**FOR CONTRACTOR:**

*Kathleen Otto*                      12/02/21  
Kathleen Otto, County Manager

*Lena Wittler*                              11/25/21  
Lena Wittler, Chief Executive Officer

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

*Amanda Migchelbrink*                      11/09/21  
Amanda Migchelbrink  
Deputy Prosecuting Attorney

*John Eldridge*                              11/22/21  
John Eldridge  
General Counsel

**BUDGET SUMMARY  
CONTRACT #2021-TERA-04.1  
CLARK PUBLIC UTILITIES**

<b>Service Activity</b>	<b>Category</b>	<b>Payment Type</b>	<b>Revenue Source</b>	<b>Amount</b>
Utility Assistance	Utility Assistance	Cost Reimbursement	TERA	\$1,500,000
TERA Ops (direct bill only)				\$109,500
Local Admin (flexible)			HB	\$40,500
<b>TOTAL CONTRACT AMOUNT</b>				<b>\$1,650,000</b>

## 1. CONTRACT HISTORY

CONTRACT TERM	ACTION AMOUNT	TOTAL CONTRACT AMOUNT
Base Contract 03/01/21 – 12/31/21	\$1,650,000	\$1,650,000
Amendment #1 Extend contract to 09/30/22 and amend terms	\$0	\$1,650,000

## 2. MODIFICATIONS

- 2.1. The contract period is extended through September 30, 2022.
- 2.2. Section 2.2. of the original contract is replaced with the following:
- 2.2. Households must be at or below 50% area median income (AMI) for Clark County through October 31, 2021. Effective November 1, 2021, households must be at or below 60% AMI.
- 2.3. The following section is added to the contract:
- 3.5.1. Census Tract fact-based proxy data may be used in combination with a self-attestation to determine income eligibility.
- 2.4. The following section is added to the contract:
- 3.5.2. Categorical Eligibility: If an applicant's household income has been verified in connection with another local, state, or federal government assistance program, agencies are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- 3.5.2.1. Eligible programs include: DSHS Benefits Verification System for TANF and HEN, W-BARS report for LIHTC properties, and LIHEAP. Other programs must be approved in writing by county staff.
- 3.5.2.2. Agency's using the DSHS Benefits Verification System must follow all requirements by DSHS for access to the system as outlined in the WA State Department of Commerce T-RAP Guidelines.
- 2.5. Section 3.12.4. of the original contract is replaced with the following:
- 3.12.4. Contractor can provide assistance with past due electricity bills and for utility arrears after a household has vacated a unit. No other utility assistance is allowed.
- 2.6. Section 4.1.1.3. of the original contract is replaced with the following:

4.1.1.3. Household Information: Number of household members, number of household members under 18, total monthly income, AMI category (0 to 30%, 31% to 50%, 51% to 60%).

2.7. The following section is added to the contract:

4.1.1.5. Any additional information requested by Department of the Treasury needed for reporting purposes.

2.8. Section 6.2.2. of the original contract is replaced with the following:

6.2.2. Utility assistance is only allowable for electricity services. Future utility assistance is not allowed.

2.9. Section 6.3. of the original contract is replaced with the following:

6.3. Program Operations: All Contractor expenses that can be directly attributable to this program.

2.10. All other terms and conditions 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.

**Certificate Of Completion**

Envelope Id: C769BB4F77834091BB54E4BC695F7B4D	Status: Completed
Subject: Please E-Sign This Contract Modification for Emergency Utility Assistance (2021-TERA-04.1 CPU)	
Source Envelope:	
Document Pages: 4	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Lynn Mueller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	lynn.mueller@clark.wa.gov
	IP Address: 64.4.181.102

**Record Tracking**

Status: Original	Holder: Lynn Mueller	Location: DocuSign
11/9/2021 9:18:02 AM	lynn.mueller@clark.wa.gov	

**Signer Events**

Signature	Timestamp
Amanda Migchelbrink amanda.migchelbrink@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	Sent: 11/9/2021 9:33:33 AM Viewed: 11/9/2021 9:38:31 AM Signed: 11/9/2021 9:38:40 AM
<i>Amanda Migchelbrink</i>	
Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	

**Electronic Record and Signature Disclosure:**  
Accepted: 11/9/2021 9:38:31 AM  
ID: adf7fcd9-155b-4b87-847d-bd88977638b8

John Eldridge jeldridge@clarkpud.com General Counsel Clark Public Utilities Security Level: Email, Account Authentication (None)	<i>John Eldridge</i>	Sent: 11/9/2021 9:38:42 AM Resent: 11/15/2021 7:02:37 AM Resent: 11/17/2021 8:26:31 AM Resent: 11/17/2021 8:27:32 AM Resent: 11/18/2021 7:16:00 AM Viewed: 11/22/2021 6:41:08 AM Signed: 11/22/2021 10:24:19 AM
Signature Adoption: Pre-selected Style Using IP Address: 66.162.138.9		


**Electronic Record and Signature Disclosure:**  
Accepted: 6/15/2020 9:53:40 AM  
ID: 4bef8444-c87a-417a-a782-f37a179ef809

Lena Wittler lwittler@clarkpud.com CEO/General Manager Clark Public Utilities Security Level: Email, Account Authentication (None)	<i>Lena Wittler</i>	Sent: 11/22/2021 10:24:21 AM Viewed: 11/25/2021 8:42:16 AM Signed: 11/25/2021 8:42:27 AM
Signature Adoption: Pre-selected Style Using IP Address: 216.64.170.18		

**Electronic Record and Signature Disclosure:**  
Accepted: 11/25/2021 8:42:16 AM  
ID: 3f92bb7c-d699-4675-b037-47670d8764b0

tina.redline tina.redline@clark.wa.gov Office Supervisor Clark County, WA Security Level: Email, Account Authentication (None)	<b>Completed</b>	Sent: 11/25/2021 8:42:29 AM Viewed: 11/29/2021 6:56:34 AM Signed: 11/29/2021 6:56:39 AM
Using IP Address: 64.4.181.42		

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

Signer Events	Signature	Timestamp
Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 11/29/2021 6:56:41 AM Viewed: 12/2/2021 8:03:02 AM Signed: 12/2/2021 8:03:08 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/2/2021 8:03:02 AM  
 ID: 3d313e32-a48c-41ec-9488-4656ebaccac8

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Chiharu Russell crussell@clarkpud.com Com Care Manager Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/9/2021 9:38:42 AM Viewed: 11/9/2021 1:34:31 PM
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**Electronic Record and Signature Disclosure:**  
 Accepted: 11/30/2021 1:02:20 PM  
 ID: 7ed5dd11-7f1b-4813-8e4a-f93748142fb9

Margaret Anderson manderson@clarkpud.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 11/9/2021 9:38:43 AM Viewed: 11/9/2021 9:40:22 AM
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**Electronic Record and Signature Disclosure:**  
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Janet Snook janet.snook@clark.wa.gov Clark County, WA Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 12/2/2021 8:03:10 AM Viewed: 12/2/2021 8:05:07 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/9/2021 9:33:33 AM
Certified Delivered	Security Checked	12/2/2021 8:03:02 AM
Signing Complete	Security Checked	12/2/2021 8:03:08 AM
Completed	Security Checked	12/2/2021 8:03:10 AM

Payment Events	Status	Timestamps
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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.

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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](mailto: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](mailto: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](mailto: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.

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- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto: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

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- 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.