MODIFICATION #1
CONTRACT #2021-TRAP-04

between

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

and

CLARK PUBLIC UTILITIES
PO Box 8900 Vancouver WA 98668-8900

Program: T-RAP Rent Assistance Program
Contract Period: March 1, 2021 through December 31, 2021
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

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

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:

Kathleen Otto, County Manager

12/02/21

FOR CONTRACTOR:

Lena Wittler, Chief Executive Officer

11/25/21

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink Deputy Prosecuting Attorney

11/09/21

APPROVED AS TO FORM ONLY:

John Eldridge General Counsel

11/22/21
## BUDGET SUMMARY
**CONTRACT #2021-TRAP-04**
**CLARK PUBLIC UTILITIES**

<table>
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**TOTAL CONTRACT AMOUNT** $1,650,000
1. CONTRACT HISTORY

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2. MODIFICATIONS

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. 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%).

2.6. 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.

2.7. 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.

2.8. 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.

2.9. 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: 48E8B212C3F3474294339CAC44538E6E
Status: Completed
Subject: Please E-Sign This Contract Modification for Emergency Utility Assistance (2021-TRAP-04.1 CPU)
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking
Status: Original
11/9/2021 9:34:52 AM
Holder: Lynn Mueller
lynn.mueller@clark.wa.gov
Location: DocuSign

Signer Events
Signature
Timestamp
Amanda Migchelbrink
amanda.migchelbrink@clark.wa.gov
Deputy Prosecuting Attorney
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.35
Sent: 11/9/2021 9:45:12 AM
Viewed: 11/9/2021 9:45:51 AM
Signed: 11/9/2021 9:45:57 AM
Electronic Record and Signature Disclosure:
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ID: 5cc02aa2-d66d-494d-b01a-a78e4137c752

John Eldridge
jeldridge@clarkpud.com
General Counsel
Clark Public Utilities
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 66.162.138.9
Sent: 11/9/2021 9:45:59 AM
Resent: 11/15/2021 7:02:08 AM
Resent: 11/18/2021 7:16:03 AM
Viewed: 11/16/2021 2:16:36 PM
Signed: 11/22/2021 10:23:22 AM
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)
Signature Adoption: Pre-selected Style
Using IP Address: 216.64.170.18
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ID: 7f269d7a-42ae-4a42-8b56-c7c2270fad93

tina redline
tina.redline@clark.wa.gov
Office Supervisor
Clark County, WA
Security Level: Email, Account Authentication (None)
Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.42
Completed

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
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<tr>
<td>Kathleen Otto</td>
<td><a href="mailto:Kathleen.Otto@clark.wa.gov">Kathleen.Otto@clark.wa.gov</a></td>
<td>County Manager</td>
<td>Clark</td>
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- ID: af606c90-e2df-4fc1-9daf-1e36636232d5

## In Person Signer Events

## Editor Delivery Events

## Agent Delivery Events

## Intermediary Delivery Events

## Certified Delivery Events

## Carbon Copy Events

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<tr>
<td>Chiharu Russell</td>
<td><a href="mailto:cnrussell@clarkpud.com">cnrussell@clarkpud.com</a></td>
<td>Com Care Manager</td>
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<td>Margaret Anderson</td>
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<td>Janet Snook</td>
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

## Witness Events

## Notary Events

## Envelope Summary Events

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## Payment Events

## Electronic Record and Signature Disclosure
CONSUMER DISCLOSURE
From time to time, Clark County, WA (we, us or Company) may be required by law to provide
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providing to you such notices and disclosures electronically through the DocuSign, Inc.
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at the bottom of this document.

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(usually 30 days) after such documents are first sent to you. After such time, if you wish for us to
send you paper copies of any such documents from our office to you, you will be charged a
$0.00 per-page fee. You may request delivery of such paper copies from us by following the
procedure described below.

Withdrawing your consent
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 â€˜Withdraw Consentâ€™ 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.

All notices and disclosures will be sent to you electronically
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

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 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.

To request paper copies from Clark County, WA
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 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.

To withdraw your consent with Clark County, WA
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:
  i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
  ii. send us an e-mail to 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

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Acknowledging your access and consent to receive materials electronically
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By checking the “I agree” box, I confirm that:

• I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

• I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

• 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.