MODIFICATION #1
CONTRACT #2020-CDBG-2004
between
CLARK COUNTY
PO Box 5000, Vancouver, WA 98666-5000
and
CITY OF WASHOUGAL
1701 C Street, WA 98671-2333

Project:
Social Service Building Rehabilitation

Contract Period: Upon County Signature through February 28, 2022
Total Contract Amount: $227,000
Funding Source: Fund 1939 - Community Development Block Grant
Contractor DUNS Number: 018374314
CFDA Number: 14.218
Procurement History: 2020 CDBG RFA

<table>
<thead>
<tr>
<th>Contractor Contact</th>
<th>Contractor Fiscal Contact</th>
<th>County Program Contact</th>
<th>County Fiscal Contact</th>
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<tbody>
<tr>
<td>Rob Charles</td>
<td>Jennifer Forsberg</td>
<td>Emily Langston</td>
<td>Rhonda Hills</td>
</tr>
<tr>
<td>360.835-2662</td>
<td>360.835-8501</td>
<td>564.397.7842</td>
<td>564.397.7836</td>
</tr>
<tr>
<td><a href="mailto:rcharles@ci.washougal.wa.us">rcharles@ci.washougal.wa.us</a></td>
<td><a href="mailto:jforsberg@ci.washougal.wa.us">jforsberg@ci.washougal.wa.us</a></td>
<td><a href="mailto:emily.langston@clark.wa.gov">emily.langston@clark.wa.gov</a></td>
<td><a href="mailto:rhonda.hills@clark.wa.gov">rhonda.hills@clark.wa.gov</a></td>
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</tbody>
</table>

By signing below, Clark County, hereinafter referred to as the “County,” and City of Washougal, 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 General Terms and Conditions are available at https://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
02/04/22

FOR CONTRACTOR:

David Scott, City Manager
02/01/22

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink
Deputy Prosecuting Attorney
01/13/22
# BUDGET SUMMARY
## CONTRACT #2020-CDBG-2004.1
## CITY OF WASHOUGAL

## STATEMENT OF WORK
Social Service Building Rehabilitation

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<th>ITEM</th>
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<td>B</td>
<td>City of Washougal Local and In Kind</td>
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Match is 12.36% ($32,000/$259,000)
1. CONTRACT HISTORY

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2. MODIFICATIONS

2.1. Section 10 of the original contract Special Terms and Conditions is replaced in its entirety with the following:

10. HUD SECTION 3 CLAUSE

This section applies only to contracts with either Public Housing Financial Assistance or HUD-funded construction contracts that exceed $200,000. 24 C.F.R Part 75 establishes the requirements to be followed to ensure that the objectives of Section 3 of the Housing and Urban Development Act of 1968 are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance, shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

If the work to be performed under this contract falls under the requirements set forth in Section 3, the following terms apply:

10.1. The Contractor shall comply with the regulations set forth in 24 C.F.R. Part 75.

10.2. The Contractor certifies that it is not under any contractual or other impediment that would prevent it from complying with the regulations set forth in 24 C.F.R. Part 75.

10.3. Consistent with existing Federal, state, and local laws and regulations, the Contractor and its contractors and subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

10.4. The Contractor shall include a Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 75.

10.5. The Contractor shall be responsible for collecting all data required to meet HUD’s Section 3 reporting requirements including labor hours data from all subcontractors and documentation of the Contractor’s qualitative efforts to comply with Section 3 requirements. Using a form provided by the County, the Contractor shall provide the County with a full report detailing these measures upon completion of the project.
2.2. Section 5.2 of the original contract Statement of Work (Payment Provisions) is amended to allow for reimbursement of administrative costs.

2.3. 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 hereeto 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

**Envelop Id:** DB525BCF163D42118D7900525D7B1075  
**Status:** Completed  
**Subject:** Please E-Sign This Amendment to Our CDBG Contract (2020-CDBG-2004.1 City of Washougal)

**Source Envelope:**  
**Document Pages:** 4  
**Certificate Pages:** 5  
**AutoNav:** Enabled  
**EnvelopId Stamping:** Enabled  
**Time Zone:** (UTC-08:00) Pacific Time (US & Canada)

**Envelope Originator:** Lynn Mueller  
**Address:** 1300 Franklin St  
**City:** Vancouver, WA  
**State:** WA  
**Zip Code:** 98660  
**Email:** lynn.mueller@clark.wa.gov  
**IP Address:** 64.4.181.102

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**Record Tracking**  
**Status:** Original  
**Holder:** Lynn Mueller  
**Email:** lynn.mueller@clark.wa.gov  
**Location:** DocuSign

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| Amanda Migchelbrink  
amanda.migchelbrink@clark.wa.gov  
Deputy Prosecuting Attorney  
Security Level: Email, Account Authentication (None)  
**Signature Adoption:** Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
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**Sent:** 1/13/2022 3:11:46 PM  
**Viewed:** 1/13/2022 3:32:33 PM  
**Signed:** 1/13/2022 3:32:42 PM |
| David Scott  
David.Scott@cityofwashougal.us  
City Manager  
Security Level: Email, Account Authentication (None)  
**Signature Adoption:** Pre-selected Style  
**Using IP Address:** 73.240.127.236  
**Electronic Record and Signature Disclosure:**  
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**Resent:** 1/28/2022 12:16:27 PM  
**Viewed:** 2/1/2022 5:29:41 PM  
**Signed:** 2/1/2022 5:30:19 PM |
| Tina Redline  
tina.redline@clark.wa.gov  
Office Supervisor  
Clark County, WA  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign |
| Kathleen Otto  
Kathleen.Otto@clark.wa.gov  
County Manager  
Clark County  
**Electronic Record and Signature Disclosure:**  
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ID: 22f25df8-4ca3-4e2f-bc40-9506817e4829  
**Sent:** 2/1/2022 7:45:58 PM  
**Resent:** 2/4/2022 4:18:01 PM  
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**In Person Signer Events**

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Signed using mobile |
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**Electronic Record and Signature Disclosure:**  
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Snook Janet  
janet.snook@clark.wa.gov  
testing  
dcs  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  

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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
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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
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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
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consequences of your electing not to receive delivery of the notices and disclosures
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

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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.
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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 address, 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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By checking the “I agree” box, I confirm that:

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- 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.