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MODIFICATION #1
CONTRACT #2019-CDBG-1901

between

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

and

CITY OF BATTLE GROUND
109 SW 1st Street, Suite 127, Battle Ground, WA 98604-2816

Project:	**SW 3rd Street and SW 19th Ave Improvements**
Contract Period:	September 20, 2019 through March 31, 2025
Total Contract Amount:	$193,000
Funding Source:	Fund 1939 - Community Development Block Grant
Contractor DUNS Number:	018177964
CFDA Number:	14.218
Procurement History:	2019 CDBG RFA

Contractor Contact	Contractor Fiscal Contact	County Program Contact	County Fiscal Contact
Sam Crummett 360.342.5042 sam.crummett@cityofbg.org	Michelle Daugherty 360.342.5026 michelle.daugherty@cityofbg.org	Samantha Whitley 564.397.7842 samantha.whitley@clark.wa.gov	Rhonda Hills 564.397.7836 rhonda.hills@clark.wa.gov

By signing below, Clark County, hereinafter referred to as the "County," and City of Battle Ground, 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 Clark County Community Services General Terms and Conditions. Hard copies will be provided by Clark County upon request.

FOR CLARK COUNTY:

Shawn Henessee 3/2/2020

Shawn Henessee, County Manager

FOR CITY OF BATTLE GROUND:

Erin Erdman 3/2/2020

Erin Erdman, City Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 1/28/2020

Amanda Migchelbrink
Deputy Prosecuting Attorney

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BUDGET SUMMARY
CONTRACT #2019-CDBG-1901
CITY OF BATTLE GROUND

STATEMENT OF WORK		
ITEM	**FUNDING SOURCE**	**FUND AMOUNT**
A	**Clark County CDBG 2019 Entitlement Funds**	**$193,000**
B	City of Battle Ground Local and In Kind	$34,200

ITEMIZED COST	TOTAL COST	A	B
Construction & Permit Fees	$193,000	**$193,000**	$0
Engineer/Architect	$34,200	**$0**	$34,200
TOTAL COST	$227,200	**$193,000**	$34,200

Match is 15.05% ($34,200/$227,200)

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1. CONTRACT HISTORY

CONTRACT TERM	ACTION AMOUNT	TOTAL CONTRACT AMOUNT
Base Contract 09/20/2019 to 03/31/2025	$193,000	$193,000
Amendment #1 Replace project schedule	$0	$193,000

2. MODIFICATIONS

2.1. The Project Schedule is replaced in its entirety with the project schedule attached as Exhibit A.

2.2. 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.

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EXHIBIT A

PROJECT SCHEDULE
CONTRACT #2019-CDBG-1901
CITY OF BATTLE GROUND

ACTIVITY	COMPLETION DATE
Engineering/Design and Bid Document Preparation	April 2019
Bid invitation and contractor selection	May 2020
Construction	June 2020
Project Close Out	December 2020

1. The Contractor shall plan and administer the project in accordance with this project schedule, unless otherwise modified by the County in writing.

2. The Contractor agrees to allow the County to extend the Project Schedule when necessary and in the interests of both parties. The Contractor grants the County the right to unilaterally extend, in writing, the Project Schedule and Contract Period without the signature of the Contractor.

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CLARK COUNTY WASHINGTON
COMMUNITY SERVICES

clark.wa.gov
1601 E Fourth Plain Blvd., Bldg. 17
P O Box 5000
Vancouver, WA 98666-5000
360-397-2130

Clark County Community Services serves a key role in our community, providing federal, state, and local funding to the county's most vulnerable populations. The department serves a wide range of needs, including homelessness assistance, behavioral health crisis and prevention services, employment and early intervention for those with developmental disabilities, youth support programs, and community development activities.

MISSION

Clark County Community Services supports, through partnerships, all people in our community to increase their well-being and economic security.

VISION

We work to create a thriving community where people are valued and have the resources they need to flourish.

VALUES

- *People*
- *Collaboration and Partnerships*
- *Diversity and Inclusion*
- *Accountability*
- *Education*
- *Positivity*
- *Innovation*

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CLARK COUNTY COMMUNITY SERVICES

GENERAL TERMS AND CONDITIONS

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CLARK COUNTY COMMUNITY SERVICES
GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS are a required part of the Clark County Community Services contracting process and shall apply whenever the Contractor and the County execute a contract.

The "Contractor" referenced throughout this document is identified in each Contract executed by Clark County Community Services. The "County" means Clark County. "Contract" means the associated contract, as amended, which incorporates these General Terms and Conditions.

To satisfy federal and state grant requirements, the "Contractor" is also referred to as "lower tier Grantee" in this document.

1. ACCESS, MONITORING, AND INSPECTIONS

1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.

1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review or audit by County, federal, or state officials during the performance of a contract with the County and during the period of document retention.

2. AMERICANS WITH DISABILITIES ACT

Contractor shall comply with federal, state and local non-discrimination laws relating to disabilities, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq) and 28 C.F.R. Part 35, which provide comprehensive protection to individuals with disabilities.

3. ANTI-LOBBYING

3.1. By signing this Contract, the Contractor certifies that, to the best of its knowledge and belief, no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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3.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.3. If applicable, Contractor shall require that the language of paragraph 1 and 2 of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.4. No funds from the State of Washington shall be used for supporting or opposing ballot measures or the candidacy of any person for public office.

4. APPLICABILITY OF LAW

4.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the Contractor and the County that all contracts and contract modifications between the Contractor and the County shall be governed by laws of the State of Washington as to both interpretation and performance.

4.2. Venue shall be Clark County, Washington.

5. ASSIGNMENT AND SUBCONTRACTING

5.1. The Contractor shall not assign, delegate, or subcontract for any work required in this Contract without the prior written consent of the County.

5.2. The County shall have the right to inspect and to approve or reject any subcontract document, and the Contractor shall provide a copy of any subcontract to the County no later than 30 calendar days prior to the execution of such subcontract.

5.3. Any subcontract shall be in writing.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

6.1. By signing this Contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded (Excluded Person) from participating in any federally-funded program by any federal department or agency, 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 directly or indirectly under this Contract is an Excluded Person.

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6.2. This certification is required by the regulations set forth in Title 2 C.F.R. Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 C.F.R. Part 180.

6.3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction [this section is required, without modification, by County granting agencies].

LOWER TIER COVERED TRANSACTIONS

a) The lower tier Grantee certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Contract, such Grantee shall attach an explanation to this Contract.

6.4. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it shall first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

6.4.1. Checking the Federal Excluded Parties List System at www.sam.gov; or

6.4.2. Collecting a certification from the person or party; or

6.4.3. Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 C.F.R. Part 180.

6.5. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor further agrees that it will fully comply with all requirements established in Title 2 C.F.R. Part 180, including its obligation to pass the requirement to comply with Title 2 C.F.R. Part 180 to each person or entity with whom the Contractor enters into a covered transaction at the next lower level.

6.6. The certifications in this clause are a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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6.7. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

6.8. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

7. CLAIMS OR DAMAGES

The County, the Washington State Department of Commerce, the Washington State Department of Social and Health Services, the State of Washington, and federal granting agencies are not liable for claims or damages arising from the Contractor's performance of this Contract.

8. CLOSE-OUT

8.1. Upon receipt of an approved Contractor invoice, the County will process payment to the Contractor for allowable costs or earned payments that are due prior to the date of expiration or termination.

8.2. Within thirty (30) days after the date of expiration of a contract, the Contractor shall submit all financial, performance, and other reports required by each contract.

8.3. If requested by the County, the Contractor shall cooperate in a program audit by the County or its designee.

9. CONFIDENTIALITY AND PRIVACY

9.1. If Contractor will encounter protected health information while performing services under this Contract, the Contractor shall have internal policies and procedures related to the privacy and the security of protected health information in compliance with state and federal guidelines. By signing this Contract, the Contractor certifies that it is compliant with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified in 42 USC 1320(d) et seq. and 45 CFR parts 160, 162 and 164; the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "the Act") part of the American Recovery and Reinvestment Act of 2009 (ARRA); the Omnibus Rule that modifies the HIPAA and HITECH Act, 42 CFR Part 2; and all applicable state (e.g. RCW 70.02) and federal privacy regulations.

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9.2. If Contractor will encounter protected health information while performing services under this contract, Contractor further certifies that it has on file a signed Statement of Confidentiality for all staff, subcontractors, or volunteers who have access to confidential client information.

9.3. If requested by the County, Contractor shall provide the County with copies of the signed Statement of Confidentiality documents referenced in this section.

9.4. If requested by the County, Contractor shall provide the County with an annual Confidentiality Certification in a format acceptable to the County before January 15th of each year.

9.5. Unless waived by the County in writing, if Contractor will encounter protected health information while performing services under this Contract, then it must sign a "Business Associate Agreement and Qualified Service Organization Agreement" with the County.

9.6. Personal information collected, used, or acquired in connection with the services provided under this Contract shall be used solely for the purpose of this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell, or otherwise disclose to unauthorized persons any confidential or personal information that is not directly connected with the performance of the services contemplated in this contract, except with written consent of the person or legal representative of the person who is the subject of the personal information. The written consent must state which personal information may be shared and to whom the personal information will be shared.

9.7. Personal and confidential information includes, but is not limited to, information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number or other identifying numbers, and information in the possession of the Contractor that may not be disclosed under state or federal law.

9.8. The Contractor shall protect and maintain all personal and confidential information against unauthorized use, access, disclosure, modification, or loss and in accordance with state and federal law regarding confidentiality. This duty requires the Contractor to employ reasonable security measures, which include restricting access to personal and confidential information only to staff members who have a business need to view the information, and by securing records in locked cabinets while not in use. The Contractor shall have a written policy and procedure to implement this duty.

10. CONFLICT OF INTEREST

10.1. Contractor certifies that no principal, director, officer, employee, agent, consultant, officer, elected official or appointed official has violated the Ethics in Public Service Act (RCW chapters 42.23 and 42.52), or any similar statute involving the Contractor in the procurement of or performance under this Contract.

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10.2. Contractor shall identify to the County any person employed or previously employed in any capacity by the state of Washington that worked on the funding sources for this Contract, including but not limited to, formulating or drafting legislation, participating in grant procurement planning and execution, and awarding grants.

10.3. The Contractor shall comply with 24 C.F.R. §570.611 regarding any potential conflict of interest.

10.3.1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 C.F.R. §85.36 and 24 C.F.R. §84.42, respectively, shall apply.

10.3.2. In all cases not governed by 24 C.F.R. §85.36 and §84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 C.F.R. §570.202, grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 C.F.R. §570.203, §570.204, §570.455, or §570.703(i)).

11. CONSUMER RIGHTS

The Contractor shall comply with state and federal non-discrimination laws. This includes: Discrimination – Human Rights Commission (RCW 49.60); 42 CFR 438.214, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80; the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91; the Rehabilitation Act of 1973; titles II and III of the Americans with Disabilities Act; and other laws regarding privacy and confidentiality. The Contractor shall ensure that its staff takes these rights into account when furnishing services to consumers.

12. CONTRACT NUMBER

The Contractor agrees to list the number of this Contract on all correspondence, communications, reports, vouchers, and such other data concerning this Contract or delivered hereunder.

13. CONTRACT PERIOD

13.1. Unless otherwise provided in this Contract, the contract period is shown on the first page of the Contract. Services must be provided and billable costs incurred within the contract period. The first page of the Contract is also referred to as the "Face Sheet."

13.2. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Agreement for such a period of

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time as is reasonably necessary to re-solicit and/or complete the project, not to exceed 120 days unless a different hold-over period is agreed to in writing.

13.3. The Contractor shall have an additional thirty (30) days following the expiration of the contract to submit reports and to complete non-billable end-of-contract activities.

14. COPYRIGHT

14.1. "Materials" means all items in any format and includes, but is not limited to data, reports, maps, charts, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, HTML code, films, tapes, and/or sound reproductions.

14.2. Unless otherwise provided in this Contract, all Materials produced under this contract shall be considered "works for hire," as defined by the U.S. Copyright Act, and shall be owned by the County. The County shall be considered author of such Materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14.3. In the event the Materials are not considered "works for hire," the Contractor hereby irrevocably assigns to the County all rights, title, and interest in all Materials, including intellectual property rights, moral rights, and rights of publicity, effective from the moment of creation of such Materials.

14.4. For Materials that are delivered under this Contract but that incorporate pre-existing materials not produced under this Contract, the Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license in such Materials, with rights to sublease to others. The County may translate, reproduce, distribute, prepare derivative works, publicly perform, and publically display such Materials. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the County.

15. CORRECTIVE ACTION

15.1. The Contractor is required to meet all of the terms and conditions in these General Terms and Conditions, as well as all terms and conditions in the Statement(s) of Work, Special Terms and Conditions, and contract exhibits, and to perform as required in this Contract. Should a contract violation or a performance deficiency be identified by the County, the County may, at its sole discretion, provide the Contractor with a written notice requiring immediate corrective action, or terminate the contract.

15.2. If the County provides the Contractor with a written notice of corrective action, the Contractor must submit a corrective action plan within fourteen (14) calendar days from the date of the notice.

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15.3. The County will approve or disapprove the Contractor's corrective action plan in writing. If approved, the Contractor shall implement the plan and ensure correction of the deficiency. If the Contractor does not correct the deficiency, submit a corrective action plan within fourteen (14) calendar days, or the County deems the plan unsatisfactory, the County may terminate this Contract in whole or in part.

15.4. Notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be signed electronically and exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one-and-the same instrument.

17. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency will be employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The County shall have the right, in the event of breach of this clause by the Contractor, to annul any contract without liability, or in its discretion, to deduct from this Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek such other remedies as are legally available.

18. DUPLICATION OF COSTS

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged to any other source.

19. EMPLOYMENT VERIFICATION PROGRAM

19.1. If the amount of this Contract is equal to or greater than $25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of this Contract.

19.2. If the Contractor has a subcontract in an amount equal to or greater than $25,000 working in support of this Contract, the Contractor is responsible for ensuring the

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subcontractor provide a DHS MOU or proof of pending application within 30 days after this Contract start date.

19.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to perform work under this Contract.

19.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: http://www.uscis.gov/e-verify.

20. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract.

21. FAIR HOUSING AND NON-DISCRIMINATION

21.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.

21.2. In accordance with the decision in United States v. Windsor, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.

22. FEDERAL FUNDING REQUIREMENTS

22.1. Any federal funds received under this agreement will have a Catalog of Federal Domestic Assistance (CFDA) Number identified in the Contract. Contractors that receive federal funds shall comply with all grantor requirements including, but not limited to, those detailed or incorporated into this Contract and detailed in the Catalog of Federal Domestic Assistance. The Contractor certifies that it is aware of or will review the appropriate section of the CFDA, the relevant Code of Federal Regulations, and other documents referenced in either the CFDA or in this Contract that provide guidance to compliance with federal funding requirements.

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22.2. If the Contractor receives federal funds, Contractor shall maintain a current registration in the System for Award Management (SAM) registry. Contractor shall also register for and maintain an active Dun & Bradstreet DUNS number.

22.3. If the Contractor receives federal funds, in awarding contracts pursuant to this Contract, the Contractor shall comply with all applicable federal, state, and local law for awarding contracts, including but not limited to procedures for competitive bidding required by 2 C.F.R. Part 200.

22.4. For contracts funded by the U.S. Department of Health and Human Services (HHS), Contractor shall disclose in writing, in a timely manner, to the County and to the HHS Office of Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

22.5. If the Contractor receives federal funds, Contractor shall not:

22.5.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

22.5.2. Procure a commercial sex act during the period of time that the award is in effect;

22.5.3. Use forced labor in the performance of the award or subawards under the award.

23. FISCAL REQUIREMENTS

23.1. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) that meet the financial management systems requirements of this Contract. The requirement in this section may be met either by submission of an annual independent auditor's report or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year, if an annual audit is not performed.

23.2. The Contractor shall comply with applicable requirements of 2 C.F.R. Part 200, including any future amendments, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

23.3. The Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508, if the Contractor (1) expends $750,000 or more in federal awards during the Contractor's fiscal year, or (2) the Contractor is a State Auditor's Office BARS user, regardless of expenditure level.

23.4. If the Contractor expends $750,000 or more in federal funds during the fiscal year, an independent audit report is required. A copy of the audit report shall be submitted to the County. Copies of other financial records may also be required.

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23.4.1. Non-Profit Contractors and Public Entities - The audit report shall meet Title 2 C.F.R Part 200 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Title 2 C.F.R Part 200 audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

23.4.2. For Profit Contractors - An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP shall be submitted. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

23.5. The Contractor shall provide to the County a corrective action plan for any audit findings within thirty (30) days of having received the auditor's report. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received by the County.

23.6. If there is no audit requirement, the Contractor shall submit to the County semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

23.6.1. Non-Profit Contractors - A Statement of Financial Position, Statement of Activities, Statement of Changes in Net Assets, and Statement of Cash Flows.

23.6.2. For-Profit Contractors - A Balance Sheet, Income Statement, and Statement of Cash Flows.

23.6.3. Public Entities are exempt from the semi-annual financial reporting requirement.

23.6.4. The County may waive the semi-annual reporting requirement in writing if the Contractor's total contract amount is less than $25,000 or if this Contract is a Personal/Professional Services contract.

24. GRIEVANCE AND COMPLAINT PROCEDURES

If required by a granting agency, the Contractor shall have a grievance procedure and a complaint procedure. Both procedures shall be in writing and shall include timelines for filing a grievance or a complaint. The complaint procedure shall be developed in compliance with federal law regarding discrimination and include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include both formal and informal process steps, including an arbitration process, if needed. The

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County shall be notified when a grievance requires formal arbitration. Upon request by the County, County shall review and approve the Contractor's grievance and complaint procedures.

25. INDEMNIFICATION

25.1. The Contractor does release, indemnify, and promise to defend and hold harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims. This includes costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

25.2. The Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims that are brought against the County. This paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees, and agents.

26. INSURANCE

At the execution of this Contract, the Contractor shall provide the County with proof of the following insurance coverage. Proof shall be on an ACORD Certificate(s) of Liability Insurance. Each certificate shall show the coverage, deductible, and policy period.

26.1. COMMERCIAL GENERAL LIABILITY

$1,000,000 in annually renewing occurrence-based Commercial General Liability (CGL) coverage or a Business Owners Policy (BOP) showing the broker of record, insurance limits, and renewal dates. The insurance must be maintained throughout the term of this Contract. In no event shall the deductible exceed $5,000. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability, or cross liability. The Contractor agrees that its policy is primary and waives its right of subrogation.

Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following or similar endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured - Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured - Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional

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Insured - Owners, Contractor - Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington."

26.2. AUTOMOBILE LIABILITY

If vehicles are to be used in the performance of work under this Contract, the Contractor shall provide the County with proof of $1,000,000 in annually renewing occurrence-based automobile coverage for all owned, used, or leased vehicles. The insurance must be maintained throughout the term of this Contract. If vehicles are not used, the Contractor shall provide the County with a written declaration on company letterhead, that no vehicles will be used in the performance of the Contract.

26.3. FIDELITY INSURANCE

If the Contractor receives $10,000 or more per year in funding from a granting agency, the Contractor shall provide the County with proof of Fidelity Insurance. The insurance must be maintained throughout the term of this Contract. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be either $100,000 or the highest planned reimbursement for the contract period, whichever is lowest. Fidelity Insurance secured pursuant to this paragraph shall name Clark County as beneficiary.

26.4. ADDITIONAL INSURANCE REQUIREMENTS

All insurers must have an A.M. Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on its premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates shall be written as follows: Clark County Washington Community Services, Attn: Contracts Unit, PO Box 5000, Vancouver, WA 98666-5000.

27. INTERPRETATION OF CONTRACT

This agreement contains the General Terms and Conditions agreed upon by the parties. In the event of an inconsistency or conflict appearing in this Contract, the following provisions apply:

27.1. The order of precedence is as follows:

27.1.1. Federal statutes and regulations

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27.1.2. State statutes and regulations

27.1.3. Statement(s) of Work

27.1.4. Special Terms and Conditions

27.1.5. Clark County Community Services General Terms and Conditions, as now established or hereafter amended.

27.1.6. The Contractor's proposal

27.2. Where a term of these General Terms and Conditions conflicts with a term of an associated contract, the term of the associated contract controls. If such interpretation would violate a federal or state statute or contract agreement, the term shall be interpreted in a manner to comply with federal and state statutes and contract agreements.

28. LICENSING AND PROGRAM STANDARDS

The Contractor agrees to comply with all applicable federal, state, County, or municipal standards for licensing, certification, and operation of facilities and program, accreditation and licensing of individuals, and for any other applicable standards or criteria as specified in this Contract. The loss of any required accreditation license or other certificate shall be promptly reported to the County. The loss of a required license, certification, and/or accreditation will be grounds for termination of a contract by the County if the presence of the license or certificate is a legal prerequisite to performing a Contract service.

29. LIMITED ENGLISH PROFICIENCY

The Contractor shall comply with Executive Order No. 13166 and take necessary and appropriate actions to ensure that persons with Limited English Proficiency (LEP) have meaningful access and equal opportunity to participate in services, activities, programs, and other benefits associated with this Contract.

30. NON-APPROPRIATION

30.1. In the event that funding to the County from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of a contract and prior to its normal completion, the County may immediately terminate this Contract in whole or in part by providing the Contractor notice.

30.2. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand-delivery, to the receiving party at the address listed on the signature page or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return

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receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

31. NON-SUBSTITUTION FOR LOCAL FUNDING

The Contractor shall not use funds provided under this Contract to supplant local, state, or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

32. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

32.1. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

32.2. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

32.2.1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

32.2.2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

32.2.3. A bona fide regional difference in compensation level must be: consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

33. PAYMENT PROVISIONS

33.1. PROVISIONS FOR ALL CONTRACTS

33.1.1. No payment to the Contractor shall be made for any service performed by the Contractor that is not within the scope of this Contract.

33.1.2. In the event that federal, state, County, or independent auditors determine that the Contractor has requested and received payment from the County for expenses or services that are outside the scope of a contract and/or not allowed by law or County policy, the County may withhold or suspend

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payment to the Contractor until such time as disallowed costs are recovered and any corrective action process has been completed.

33.1.3. Unless otherwise provided in this Contract, no administration costs are allowed.

33.1.4. The Contractor may be required to submit invoices on a County-approved form accompanied by required reports and documentation.

33.1.5. Invoices shall be submitted to the County no later than the 15th of the month following the month when services were provided.

33.1.6. The County will make payment to Contractor as soon as practicable but not more than thirty (30) days after an invoice is received and approved by the County unless other payment arrangements are approved by the County.

33.1.7. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work is funded by the County and which is funded by other parties.

33.1.8. The Contractor agrees to allow the County to make adjustments to the budget lines and/or project schedule of this Contract when necessary and in the interests of both parties, provided the total contract amount remains unchanged.

33.1.9. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s). The final billing for retainage shall include copies of all executed change orders and the final project cost.

33.2. PROVISIONS FOR COST REIMBURSEMENT CONTRACTS

Invoices shall adequately describe expenses incurred, and identify the month and year of service and the contract number. The invoices shall be categorized by statement of work/work order, and be accompanied by adequate general ledger detail. Copies of original receipts shall also be provided if requested by the County.

33.2.1. For direct costs, detail shall include:

33.2.1.1. Salaries and benefits: name or employee ID number, salary/benefits paid, and dates.

33.2.1.2. Other direct costs: vendor name(s), dates of service, and amount.

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33.2.1.3. Professional Development: reimbursement requests shall include copies of original receipts and event documentation or an event description. Reimbursement for all professional development expenses, which include related travel costs, will only be allowed after event has occurred.

33.2.2. For allocated indirect costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and written approval by the County prior to the first invoice being reimbursed. The Contractor shall submit one of the following documents to meet this requirement:

33.2.2.1. Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or;

33.2.2.2. A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.

33.3. PROVISIONS FOR FEE-FOR-SERVICE CONTRACTS

33.3.1. Invoices shall adequately identify services being billed, the month and year of service, the contract number, and be categorized by statement of work/work order.

33.3.2. When the contract ends, the Contractor must submit a final request for payment within thirty (30) days following the end date.

34. PROHIBITION AGAINST POLITICAL ACTIVITY AND RELIGIOUS ACTIVITY

34.1. The Contractor shall not use contract funds or identify contract funds in a manner supporting any partisan or nonpartisan political activity, nor for any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or any voter registration activity.

34.2. The Contractor shall not use program funds to support inherently religious activities such as religious instruction, worship, or proselytization. Contractor must take steps to separate, in time or location, inherently religious activities from the services funded under this Contract.

34.3. The Contractor agrees that no funds provided nor personnel employed under this Contract shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

35. PROTECTION OF INDIVIDUAL RIGHTS

35.1. Clark County is an equal opportunity employer.

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35.2. The Contractor shall comply with all federal, state, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, national origin, religion, disability, or familial status.

35.3. In the event of the Contractor's non-compliance or refusal to comply, the County may terminate this Contract in whole or in part.

36. PUBLICITY

36.1. In all news releases and other public notices related to this Contract, the Contractor shall include information identifying the source of funds as U.S. Department of Health and Human Services or other funding source as applicable, and Clark County.

36.2. Contractor shall not publish or use any advertising or publicity materials in which the U.S. Department of Health and Human Services, other funding source as applicable, or Clark County's name is mentioned, or in which language is used which may reasonably be inferred or implied, without the prior written consent of the County.

37. RECORDS RETENTION

37.1. Required records shall be retained for a period of at least six (6) years from the expiration or termination date of this Contract except as follows:

37.1.1. Records that are the subject of audit finding or a legal proceeding shall be retained for the minimum period or until such audit findings or legal proceeding has been resolved, whichever is later.

37.1.2. Records for real property and equipment shall be retained for the minimum period from the date of disposition, replacement, or transfer at the direction of the County.

37.1.3. Any record with a longer retention schedule for purposes of public records disclosure shall be retained as required by the Revised Code of Washington (RCW).

37.2. If requested by the County and to the extent allowed by law, at the end of the records retention period Contractor shall return confidential information to the County or certify in writing the destruction of the confidential information.

38. RECOVERY OF PAYMENT

If the County makes payment for goods or services that were claimed in error or were not allowable costs under the terms of this Contract, the Contractor shall repay the County promptly and fully cooperate with the County in its recovery efforts.

39. RELATIONSHIP OF THE PARTIES

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The Contractor, its agents, employees, officers, or representatives, are not employees, agents, or representatives of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors, or others during the performance of any contract. The County shall not be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for the Contractor. This agreement is executed for the benefit of the parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

40. SERVICES AND ACTIVITIES TO ETHNIC MINORITIES AND DIVERSE POPULATIONS

The Contractor shall:

40.1. Ensure that all services and activities provided by the Contractor (and any subcontractors) shall be designed and delivered in a manner sensitive to the needs of ethnic minorities and diverse populations.

40.2. Initiate actions to ensure or improve access, retention, and cultural relevance of treatment, prevention, or other services for ethnic minorities and other diverse populations.

40.3. Work to strengthen working relationships with other agencies serving ethnic minorities and other diverse population.

41. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid. If deletion of the invalid provision substantially alters the intent, purpose, or effect of the Contract, or constitutes a failure of consideration, the Contract may be rescinded or terminated by the County. Nothing herein contained shall be construed as giving precedence to provisions of this agreement, Contract, any Statement of Work, or any subcontract, over any provision of the law.

42. STANDARDS FOR FISCAL ACCOUNTABILITY

42.1. Contractor shall establish a proper accounting system in accordance with generally accepted accounting standards or County directives.

42.2. If required by the State of Washington or by this Contract, the Contractor shall maintain books, records, documents, and accounting procedures and practices that accurately reflect all direct and indirect costs and income related to the performance

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of each contract. Such fiscal books, records, documents, reports, and other data shall be retained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," hereinafter referred to as "BARS," or equivalent accounting method, to allow costs to be tracked to specific revenue sources.

42.3. The County shall have the right to monitor and audit Contractor's fiscal components to ensure that actual expenditures remain consistent with the terms of this Contract.

43. SURVIVABILITY

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. Examples of terms that survive are records retention, fiscal audit, and indemnification requirements, as well as affordability requirements included in many HUD-funded contracts.

44. TOBACCO SMOKE

By signing this Contract, the Contractor certifies that it complies with 20 U.S.C. 7183, also known as the "Pro-Children Act of 1994," by not allowing smoking in any portion of any indoor structure routinely owned or leased or contracted by the Contractor and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

The United States Public Health Services (PHS) strongly encourages all grant recipients and contractors to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

45. TRAVEL

For contracts that allow travel reimbursement, Contractor shall comply with the Clark County Travel Policy. All mileage reimbursement requests shall include date, location, and event documentation or an event description, and mileage and rates. Payment for travel expenses will be made on a reimbursement basis only.

45.1. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County.

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45.1.1. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing Clark County rate per mile.

45.1.2. Mileage shall be calculated from the Contractor's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

45.1.3. The actual cost of hotel accommodations at the single occupancy rate is an allowable expense when traveling on business required under this Contract. The lowest possible rate should be requested. An itemized receipt is required with each reimbursement request.

45.1.4. Meals are reimbursed on a per diem rate for overnight stays as established by Clark County. Receipts are not required. For current rules and rates, see:
https://www.clark.wa.gov/community-services/contract-information.

45.1.5. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the Contractor while on official business. Examples of these costs are registration fees, expedited shipping, and specialized software subscriptions. Itemized receipts are required.

45.2. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

46. WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract.

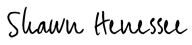
Certificate Of Completion

Envelope Id: 92FA9B08776C4579A00D425CA27B116D
Status: Completed
Subject: Please e-sign this contract amendment to replace a project schedule (Battle Ground 2019-CDBG-1901.1)
Source Envelope:
Document Pages: 28
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 0
Jay Carstens
AutoNav: Enabled
1300 Franklin St
EnvelopeId Stamping: Enabled
Vancouver, WA 98660
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
jay.carstens@clark.wa.gov
IP Address: 64.4.181.102

Record Tracking

Status: Original
1/27/2020 3:01:10 PM
Holder: Jay Carstens
jay.carstens@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: 1/27/2020 3:17:19 PM Viewed: 1/28/2020 8:45:49 AM Signed: 1/28/2020 8:45:57 AM
Electronic Record and Signature Disclosure: Accepted: 1/28/2020 8:45:49 AM ID: ce2d61d0-6f7e-4ad8-8f2d-f5b8d8bbf050		
Mark Herceg mark.herceg@cityofbg.org Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 50.234.94.206	Sent: 2/28/2020 1:49:12 PM Viewed: 2/28/2020 2:08:26 PM Signed: 2/28/2020 2:08:52 PM
Electronic Record and Signature Disclosure: Accepted: 2/28/2020 2:08:26 PM ID: d4601298-829e-4619-a5ab-a7560ea1c1c3		
Erin Erdman erin.erdman@cityofbg.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.234.94.206	Sent: 1/28/2020 8:45:58 AM Resent: 1/31/2020 11:41:33 AM Resent: 2/10/2020 4:00:23 PM Resent: 2/12/2020 12:25:43 PM Resent: 2/19/2020 7:52:54 AM Resent: 2/24/2020 2:51:24 PM Resent: 2/26/2020 11:05:21 AM Resent: 2/28/2020 2:08:53 PM Viewed: 3/2/2020 9:34:44 AM Signed: 3/2/2020 9:36:07 AM
Electronic Record and Signature Disclosure: Accepted: 3/2/2020 9:34:44 AM ID: cf4646d9-631a-4229-a24b-4de2c5832276		
Tina Redline tina.redline@clark.wa.gov Office Supervisor Clark County, WA Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 64.4.181.42	Sent: 3/2/2020 9:36:09 AM Viewed: 3/2/2020 9:36:46 AM Signed: 3/2/2020 9:36:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Shawn Henessee shawn.henessee@clark.wa.gov County Manager Clark County, WA Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 3/2/2020 9:36:52 AM Viewed: 3/2/2020 10:13:22 AM Signed: 3/2/2020 10:13:46 AM

Electronic Record and Signature Disclosure:
Accepted: 7/31/2018 3:34:36 PM
ID: 23d55715-0ff9-4bb6-9775-6e617676e741

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Janet Snook janet.snook@clark.wa.gov testing dcs Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/2/2020 10:13:47 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2020 10:13:47 AM
Certified Delivered	Security Checked	3/2/2020 10:13:47 AM
Signing Complete	Security Checked	3/2/2020 10:13:47 AM
Completed	Security Checked	3/2/2020 10:13:47 AM

Payment Events	Status	Timestamps

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 to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (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

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® 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

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ 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.