AMENDMENT NO. 011
TO
Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Division of Community Services and Arizona Public Service Company

THIS AMENDMENT NO. 011 is entered into effective as of the 1st day of January, 2015, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5th Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. **700518523**, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

WHEREAS, the Parties desire to make mutually agreed upon changes;

NOW THEREFORE, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. *Defined Terms*. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. *Term*. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2015.
3. *Allocation*. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed $106,429.00" for the calendar year 2015. However, if the Arizona Corporation Commission does not approve the APS 2015 DSM Implementation Plan Energy Wise Low Income Weatherization Program budget as stated in APS' filing, then the allocation amount for the 2015 calendar year shall be adjusted based on the ACC's ruling.
4. *For Lack of Regulatory Approval.* In the event that the Program is not approved by the Arizona Corporation Commission ("ACC") or in the event that such approval is subsequently withdrawn or significantly changed, then the Company may immediately terminate this agreement upon written notice to Supplier.
5. *Subsequent Year Allocation.* Per the original Agreement, Section 3.A, the Allocation may be amended from time to time by APS. With regards to cost Allocation plans, APS reserves the right to review sufficient verification and pertinent reporting data as of November 1st of the 2015 program year and based on the percent of the Allocation spent, authorize the subsequent year Allocation forecast on this basis by November 15, 2015. However, if the 2015 year spend is equal to or more than 90% of the Allocation by November 1st, then the subsequent year Allocation shall be based on 100% of the Allocation as specified in the APS 2016 DSM Implementation Plan, subject to approval by APS or the "ACC".

6. *Final Invoice*. A final invoice for the Term shall be submitted to the third party coordinator and APS by December 15, 2015. For work performed after that date and to the end of the Term, the Agency must email an estimate of expenses to the APS program coordinator and the third party coordinator no later than January 5, 2016. Reimbursement for late invoices for work performed in 2015 will be considered on a case by case basis.

7. *Payment Term*. The payment terms established under Section 3.F (Compensation/Taxes) of the Original Contract shall be modified to indicate that APS will make payment to the Contractor within 15 days of receipt of the invoice from the Third Party Coordinator.

8. *Remaining Terms Unchanged*. Except as modified in this Amendment No. 011, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 011, effective as of the date first above written:

GILA COUNTY DIVISION OF COMMUNITY SERVICES	ARIZONA PUBLIC SERVICE COMPANY
(signature)	Keith Brandt (signature)
Michael A. Pastor	KEITH BRANDT Keith Brandt
Chairman, Gila County Board of Supervisors	Buyer Leader (title)
(date)	11/3/14 (date)

APPROVED AS TO FORM:

Bryan Chambers
Deputy County Attorney Civil/Bureau Chief

Date