**AMENDMENT NO. 7**
**TO**
**Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Division of Health and Community Services and Arizona Public Service Company**

THIS AMENDMENT NO. 7 is entered into effective as of the 1st day of January, 2012, 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 Health and 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, 2012.
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 2012. However, if the Arizona Corporation Commission does not approve the APS 2012 DSM Implementation Plan Energy Wise Low Income Weatherization Program budget as stated in APS' filing, then the allocation amount for the 2012 calendar year shall be adjusted based on the ACC's ruling.
4. *Final Invoice*. A final invoice for calendar year 2012 shall be submitted to the third party coordinator and APS by December 14, 2012. For work performed after that date and to December 31, 2012, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2013. Reimbursement for late invoices for work performed in 2012 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. *Remaining Terms Unchanged*. Except as modified in this Amendment No. 7, all other terms and conditions of the Original Contract shall remain unchanged.
6. *See attachment "A" Attached and made a part of*.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 007, effective as of the date first above written:

**GILA COUNTY DIVISION OF COMMUNITY SERVICES**

(signature)

Tommie C. Martin

Chairman, Gila County Board of Supervisors

12/20/11

(date)

**ARIZONA PUBLIC SERVICE COMPANY**

(signature)

Darrin Batchelor

Darrin Batchelor

Buyer Lead

(title)

11-15-11

(date)

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy Gila County Attorney

12-20-2011

Date

# ATTACHMENT "A"

## (Arizona Public Service)

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

**ANTI-TERRORISM WARRANTY**

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**CANCELLATION**

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**