



Arizona Community Action Association

**Amendment No. One (1) to the 2016-2017
Independent Contractor Agreement
Contract No. 07012016-17**

The Independent Contract Agreement dated July 1, 2016, between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To disburse Southwest Gas Energy Share – Bill Assistance funds in the amount of **\$4,282.00** (Total Allocation).
2. To disburse Southwest Gas Energy Share – Repair/Replacement funds in the amount of **\$2,200.00** (Total Allocation).

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources:

Southwest Gas Energy Share – Bill Assistance funds: To disburse a Direct Service amount of **\$3,892.73** and a Program Delivery amount of **\$389.27**. The total allocation of Southwest Gas Energy Share – Bill Assistance will be **\$4,282.00** (Direct Service + Program Delivery).

Section I. Services and Programs – 1.2 Fund Sources:

Southwest Gas Energy Share – Repair/Replacement funds: To disburse a Direct Service amount of **\$2,000.00** and a Program Delivery amount of **\$200.00**. The total allocation of Southwest Gas Energy Share – Bill Assistance will be **\$2,200.00** (Direct Service + Program Delivery).

Additional:

ACAA hereby certifies that it is not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by ACAA may result in action by Gila County Community Services up to and including termination of this Agreement.

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:

Gila County Board of Supervisors

By: _____

Name: Michael A. Pastor

Title: Chairman, Gila County

Date: _____

Approved as to Form:

By: _____

Name: Jefferson R. Dalton

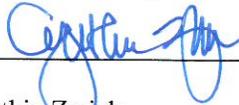
Title: Deputy Gil County Attorney, Civil Bureau Chief

Date: _____

Address:

5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By:  _____

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 13, 2016

Address:

2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

List of Attached Exhibits:

- Exhibit A Southwest Gas Energy Share – Bill Assistance Program Summary
- Exhibit B Southwest Gas Energy Share – Repair/Replacement Program Summary
- Exhibit C Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share - Repair/Replacement Funds
- Exhibit D Southwest Gas Meter Relocation Agreement for Customer-Owned Yard Line Program (used to verify client participation in the program).

Exhibit A

SOUTHWEST GAS ENERGY SHARE – BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	<p>Current and past due charges, including deposits, late charges, reestablishment fees, and other related costs or fees.</p> <p>A client may receive a credit under circumstances where the case manager determines that the funds are necessary for the financial stability of the client.</p> <p>This may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall that they might have trouble paying. Providing a credit in the spring/summer months can allow them to avoid such fees.</p> <p>Credits must be given only to clients whose circumstances truly warrant them. In these situations, case notes should outline the details of the decision-making process.</p>
MAXIMUM GRANT AMOUNT:	\$400.00
ELIGIBILITY CRITERIA	<p>Household income must be at or below 200% of the federal poverty guidelines.</p> <p>Client must be the customer of record or a household member.</p>
CITIZENSHIP REQUIREMENT	None
CRISIS:	An acceptable crisis reason must be documented on the application.
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgenancies@swgas.com</p> <p>Phone: (877) 967-9427</p> <p>Fax: (866) 997-9427</p>

Exhibit B

SOUTHWEST GAS ENERGY SHARE – REPAIR/REPLACEMENT PROGRAM SUMMARY

CAN PAY:	<p>Costs associated with repairing natural gas equipment (or replacement costs in cases where repair is impossible or repair costs would exceed replacement costs).</p> <p>Costs associated with gas line repair or relocation in conjunction with the Customer-Owned Yard Line (COYL) Program.</p>
MAXIMUM GRANT AMOUNT:	\$2,000.00
ELIGIBILITY CRITERIA	<p>Household income must be at or below 200% of the federal poverty guidelines.</p> <p>Client must be the customer of record or a household member.</p> <p><i>For appliance repair/replacement:</i> Proof of ownership of the appliance.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Proof of client participation in COYL program (completed Meter Relocation Agreement, signed by client and SWG representative).</p>
CITIZENSHIP REQUIREMENT	None
CRISIS:	An acceptable crisis reason or a condition that endangers the health and safety of household members must be documented on the application.
ADDITIONAL DOCUMENTS:	<p><i>For appliance repair/replacement:</i> (1) Invoice for total costs from pre-approved contractor; (2) Client statement indicating that repairs/replacements have been completed.</p> <p><i>For gas line repair/replacement in conjunction with COYL program:</i> Completed Meter Relocation Agreement, signed by client and SWG representative.</p>
PAYMENT GUARANTEE:	<p>Email: SCA-SWGAgencies@swgas.com</p> <p>Phone: (877) 967-9427</p> <p>Fax: (866) 997-9427</p>

Exhibit C

Instructions for Assisting Clients in the Southwest Gas Customer-Owned Yard Line (COYL) Program Using Southwest Gas Energy Share – Repair/Replacement Funds

The COYL program is operated by Southwest Gas and is a service provided to certain Southwest Gas customers who elect to allow their gas meters to be relocated at the expense of Southwest Gas.

Southwest Gas Customers who are participating in the COYL program may be eligible for additional assistance with Southwest Gas Energy Share – Repair/Replacement funds under the following circumstances:

1. A gas leak at the customer's residence was discovered during the meter relocation process AND/OR
2. The meter cannot be relocated to the original residence entry point and requires additional plumbing to complete the installation.

In these cases, the client would incur additional costs, not covered by the COYL program. These clients can be assisted with Southwest Gas Energy Share – Repair/Replacement funds if otherwise eligible. In order to assist these clients, their participation in the COYL program must be verified using a copy of their completed Meter Relocation Agreement, signed by both the client and a Southwest Gas representative.



SOUTHWEST GAS CORPORATION
METER RELOCATION AGREEMENT
Customer – Owned Yard Line Program (ARIZONA)

1. AGREEMENT

- 1.1 This is a Meter Relocation Agreement ("Agreement") dated _____ between Southwest Gas Corporation ("Southwest"), located at _____ and _____ ("Customer") whose mailing address is _____.
- 1.2 All binding communications concerning this Agreement shall be in writing and shall be delivered to each party at the address shown above or such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing and executed by all of the parties hereto.
- 1.4 No assignment of this Agreement shall be binding upon Southwest without its prior written consent.
- 1.5 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. PROPOSED SERVICE ADDRESSES OR LOCATIONS

3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES

- 3.1 Attached hereto as Exhibit A and made a part of this Agreement is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. DESCRIPTION OF REQUESTED SERVICE

- 4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): _____

5. AGREEMENT CONDITIONS

- 5.1 This Agreement is executed pursuant to Southwest's Customer-Owned Yard Line ("COYL") Program, which allows Southwest to relocate the natural gas meter and replace the Customer-owned exterior gas piping (piping that currently connects at the meter and continues to where the gas piping enters the Customer's premise) with gas piping that is owned and maintained by Southwest. In accordance with the COYL Program's terms and conditions, Southwest will relocate the meter and replace the COYL at no cost to the Customer. The Customer is responsible for all costs associated with house line (interior gas piping) modifications and testing.
- 5.2 The Customer is prohibited from building any type of closed structure over the Subject Facilities. If this occurs, the Customer must notify Southwest immediately to have Southwest's gas line(s) and/or meter relocated at the Customer's expense.
- 5.3 If Southwest cannot set the meter where the Customer's gas line(s) enter the house, the Customer will be responsible for ensuring that qualified technicians plumb the Customer's exterior gas line(s) to the new meter set location. The Customer will, at all times, be solely responsible for all maintenance and repairs related to piping that connects the meter to the house line.
- 5.4 Repairs or modifications to the Customer's gas line(s) completed by the Customer and/or plumber require a City or County clearance tag to indicate that the plumbing passed inspection before the meter can be turned on.
- 5.5 Southwest is not responsible: (a) for determining if the Customer's underground gas line(s) have branches, (b) for determining which appliances will be connected to the new service, or (c) for determining or confirming if a gas meter relocation will eliminate a leak on the Customer's branch piping, house lines, or appliances.
- 5.6 Customer acknowledges that exterior underground gas line(s) may have branches to other appliances (e.g., pool heater, barbecue, etc.), that may require repairs and/or replacement at the Customer's cost. Customer will, at all times, be solely responsible for all maintenance and repairs related to branch piping.
- 5.7 Customer acknowledges that gas service will be unavailable during construction. Once the meter relocation is completed, gas service will be restored. If the Customer is not present, the construction crew will leave a door hanger with instructions to contact Southwest to arrange for a reset and relight.
- 5.8 Southwest requires a minimum of _____ business days to obtain any necessary permits, locate utilities, and schedule the work. To determine when your project has been scheduled, please call _____ after 12 noon on the business day following the receipt of a signed Agreement.
- 5.9 Southwest may attempt to insert new Southwest piping into existing COYLs to minimize trenching.

5.10 Southwest is not responsible for damage that may occur to private water lines, irrigation systems or any other underground facilities and utilities that are not properly marked, nor is it responsible for any deteriorated Customer-owned facilities that are discovered during the meter relocation work. Southwest does not guarantee that the completed work area will be restored to its original condition.

6. COPY OF AGREEMENT

6.1 The Customer hereby acknowledges receipt of a copy of this Agreement.

7. OWNERSHIP AND EASEMENTS

7.1 Unless otherwise provided, the facilities constructed pursuant to this Agreement will at all times be owned by Southwest.

7.2 If Customer is the property owner, Customer agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easement and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation, operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agree to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

7.3 If Customer is NOT the property owner, Customer hereby agrees: (1) to provide written permission from the property owner(s) allowing Customer to apply for the Subject Facilities and (2) to secure property owner(s) Agreement to Section 7.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

8. REGULATORY CHANGES

8.1 This Agreement is subject to the jurisdiction of the Arizona Corporation Commission ("Commission").

8.2 Southwest's Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement.

8.3 The laws of the state of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the Parties have executed this Agreement as of the day and year specified in paragraph 1 hereof.

CUSTOMER

SOUTHWEST GAS CORPORATION

please print name

please print name

Customer signature & date signed

Southwest representative signature & date signed

Title _____

Distribution: White – Division Engineering Canary – Customer Pink - Originator

EXHIBIT A

Name _____ Phone () _____

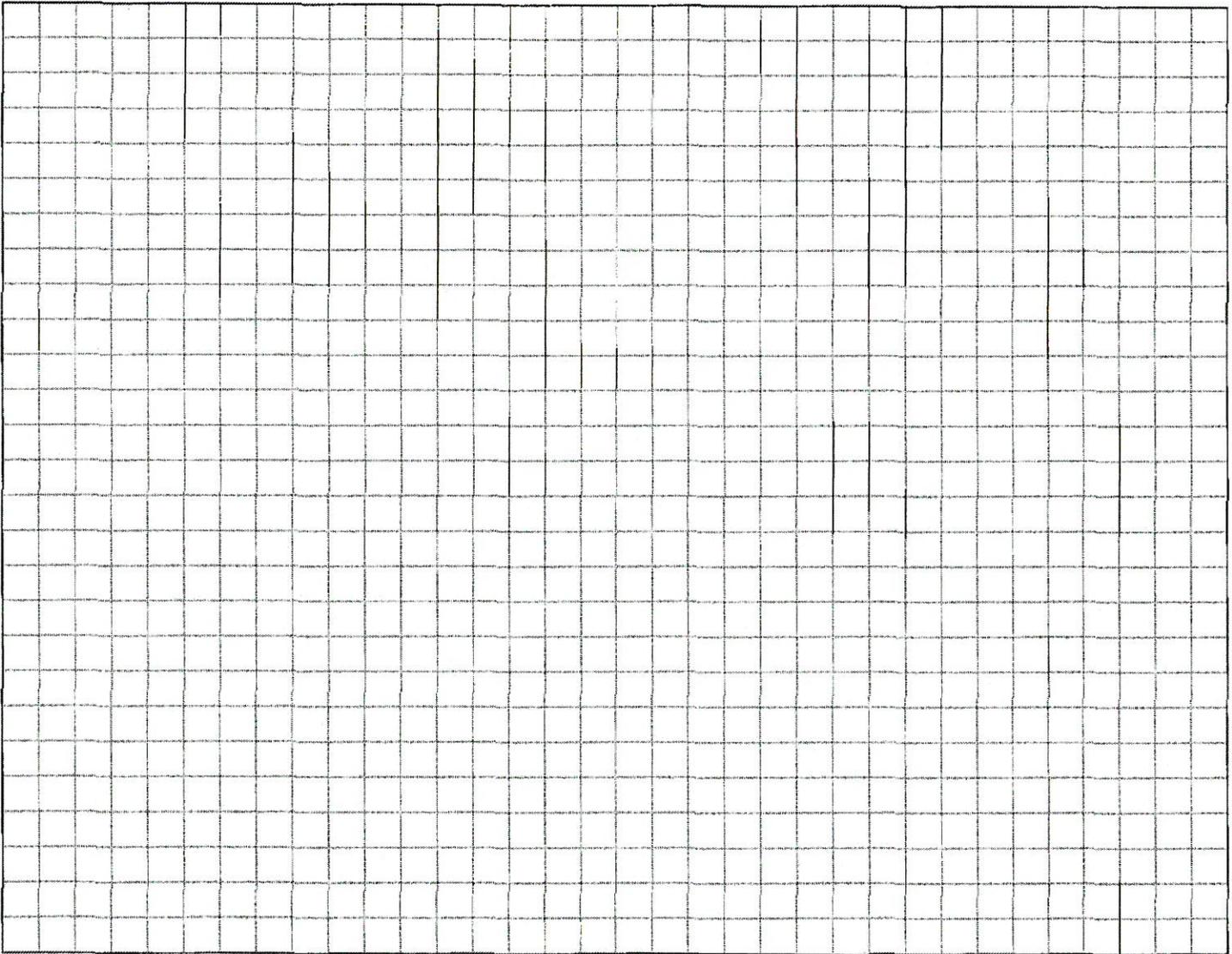
Address _____ Atlas _____

Blue Stake No. _____ Lane Permit _____

Due Date _____ Excavation Permit _____

- | | | |
|---|---|---|
| <input type="checkbox"/> Plumber Required | <input type="checkbox"/> Black Top | <input type="checkbox"/> Southwest to Trench |
| <input type="checkbox"/> County Clearance Required | <input type="checkbox"/> Concrete | <input type="checkbox"/> Customer to Trench |
| <input type="checkbox"/> City Clearance Required | <input type="checkbox"/> Dirt | <input type="checkbox"/> Insert Houseline (if possible) |
| <input type="checkbox"/> Excess Flow Valve (Form 338.0) | <input type="checkbox"/> Permit Required (City or County) | |

Comments _____



WR No. _____ Scheduled Date _____

Existing Pipe: Type _____ Size _____ Year Installed _____

New Pipe: Footage _____ Size _____ Meter Location _____

Southwest Technician Signature _____ **Date Signed** _____