



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: February 07, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Tucson Electric Power Company (TEP)

***Project Title/Description:**

TEP Low Income Weatherization Program Services

***Purpose:**

This agreement provides funding for installation/repair of energy efficiency measures to dwellings occupied by low income households who are TEP customers in Pima County Arizona outside of the Cities of Tucson and South Tucson. Benefit recipients must meet income poverty levels established by the federal Low Income Home Energy Assistance Program.

Amendment No. 1 is to extend the term one year from January 1, 2023 through December 31, 2023. TEP will reimburse CWD in an aggregate amount of up to \$145,000.00 for weatherization services provided under this Agreement. Administration costs may not exceed 20% of the annual budget to a maximum total of \$29,000. Maximum reimbursement per unit is increased from \$6,000.00 to \$10,000 toward energy efficient including health and safety measures.

Attachment: TEP Amendment Number 1

***Procurement Method:**

This is a grant award from a private company/service agreement and not applicable.

***Program Goals/Predicted Outcomes:**

Installation of energy efficient measures for homes of income eligible households elderly; persons with disabilities; and families with children in unincorporated Pima County and Towns of Marana, Oro Valley and Sahuarita.

***Public Benefit:**

Improving health and safety, as well as energy savings.

***Metrics Available to Measure Performance:**

14-units to receive a maximum of \$10,000 towards energy efficient measures and admin costs will not exceed 20% of the annual budget.

***Retroactive:**

Yes to January 1, 2023. Agreement from TEP received December 28, 2022, next available BOS Meeting is February 7, 2023. If the agreement is not approved Pima County residents will not receive essential home repair program services.

GMI approved
(initials)
1/18/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$ _____

Amount This Amendment: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAM Department Code: CR Grant Number (i.e., 15-123): 23-051
Commencement Date: 01/01/2023 Termination Date: 12/31/2023 Amendment Number: 01

Match Amount: \$ _____ Revenue Amount: \$ 145,000.00

*All Funding Source(s) required: Tucson Electric Power Company- Low Income Weatherization Program

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

N/A

Contact: Joel Gastelum/Joel Viers

Department: CWD

Telephone: 724-6750/724-6767

Department Director Signature: [Signature] Date: 1.17.23
Deputy County Administrator Signature: [Signature] Date: 18 January 2023
County Administrator Signature: [Signature] Date: 1/19/2023

Amendment No. 1
to
Low Income Weatherization Program Services Agreement
Between Pima County through its Department of Community and Workforce Development
and Tucson Electric Power Company

This Amendment Number 1 to the Low Income Weatherization Program Services Agreement (the “**Amendment**”) is made as of January 1, 2023 (the “**Effective Date**”) by and between Tucson Electric Power Company (“**TEP**”) and Pima County through its Department of Community & Workforce Development (“**CWD**”), a body politic and corporate of the State of Arizona, to provide a program to assist low-income TEP customers in the TEP service area with weatherization services (“**Program**”). For the purposes of this Amendment, TEP and CWD are sometimes referred to individually as “**Party**” and collectively as “**Parties.**” Capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined herein.

RECITALS

TEP and CWD entered into the Low Income Weatherization Program Services Agreement effective as of January 1, 2022 (the “**Agreement**”) and have continued to comply with the terms of the Agreement for the period January 1, 2022 through December 31, 2022.

The Parties desire to extend the term of the Agreement to December 31, 2023 and to further modify the Agreement as set forth in this Amendment.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section I. Scope of Work, subsection 1.5, third (3rd) sentence shall be deleted in its entirety and replaced with the following: “The maximum TEP reimbursement for any Eligible Customer shall not exceed \$10,000.00 per residence.”
2. Section I. Scope of Work, subsection 1.6, third (3rd) sentence shall be deleted in its entirety and replaced with the following: “The 25% allocation for health and safety repairs shall be part of and not in addition to the \$10,000.00 of available funds for each home.”
3. Section II. Program Reporting, Invoicing and Accruals, subsection 2.3, fifth (5th) sentence shall be deleted in its entirety and replaced with the following: “CWD must adhere to the 2023 Accrual/Invoice Schedule and Accrual Form both listed below as Exhibits A & B.” Exhibits A and B are hereby deleted in their entirety and replaced with Exhibits A and B attached hereto.
4. Section V. Annual Budgets, subsection 5.1 is deleted in its entirety and replaced as follows:

5.1 For budget year 2023, TEP will reimburse CWD in an aggregate amount of up to \$145,000.00 for weatherization services provided under this Agreement. The funding in this section is CWD’s annual allocation and may be used for all jobs completed between January 1 and December 31 of 2023. CWD administration costs are not to exceed 20% of the total amount invoiced up to a maximum total of \$29,000.00. Health and Safety costs are not to exceed 25%

of actual spending as described in paragraph 1.6 above. If CWD utilizes the entire budget year allocation set forth in this paragraph, additional funding may be available. See the terms and conditions for requesting additional funding in paragraph 3.4 above.

5. Section V. Annual Budgets, subsection 5.2 is hereby updated with the required budget schedule for 2023. The 2023 budget schedule is provided below.

2023 Budget Schedule		
Weatherization Services		
Administration Costs*	\$ 29,000	
Weatherization Measures	\$ 79,750	
Health and Safety Measures	\$ 36,250	
Total Annual Budget		\$ 145,000

** CWD can apply unused Administration Costs and Health & Safety funds toward Weatherization measures.*

6. Section VI. Term and Termination, subsection 6.1, first (1st) sentence shall be deleted in its entirety and replaced with the following: “The program term will be from January 1, 2023, through December 31, 2023, with the option for additional extension terms upon agreement by both parties through an executed amendment.”
7. Section XVI is added to the Agreement, as follows:

XVI. Forced Labor of Ethnic Uyghurs

16.1. TEP certifies that it is not currently using and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by said forced labor; and (3) any contractors, subcontractors or suppliers that use said forced labor or any goods or services produced by said forced labor. If TEP becomes aware during the term of this Agreement that the TEP is not in compliance with A.R.S. § 35-394, TEP must notify the CWD within five business days and provide a written certification to CWD regarding compliance within one hundred eighty days.

If for any reason, this Amendment is suspended or terminated, the obligations of the Parties shall be suspended or terminated as of the date of such suspension or termination. The Agreement is not amended or modified in any manner whatsoever except as expressly and specifically provided herein. All rights, duties and obligations of TEP and CWD set forth in the Agreement shall remain in full force and effect unless amended or modified herein.

(Signature page to follow.)

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 1, effective as of the date first above written:

PIMA COUNTY:

TUCSON ELECTRIC POWER COMPANY:


Chair, Board of Supervisors Date

Kathleen Patton Date
Environmental & Social Programs & Business
Development

ATTEST:

Clerk Board of Supervisors Date

APPROVED AS TO CONTENT:

 1-11-23

Director, Community and Date
Workforce Development

APPROVED AS TO FORM:

 1/4/23

Kyle Johnson, DCA Date

Exhibit A – 2023 Accrual/Invoice & Savings Reporting Schedule

MONTH	ACCURAL DUE DATE	BILLING DUE DATE
January 2023	1/26/2023	2/20/2023
February 2023	2/23/2023	3/20/2023
March 2023	3/28/2023	4/20/2023
April 2023	4/25/2023	5/19/2023
May 2023	5/26/2023	6/20/2023
June 2023	6/27/2023	7/20/2023
July 2023	7/26/2023	8/18/2023
August 2023	8/28/2023	9/20/2023
September 2023	9/26/2023	10/20/2023
October 2023	10/26/2023	11/20/2023
November 2023	11/22/2023	12/18/2023
December 2023	12/27/2023	1/19/2024

