



## **AMENDMENT NO. 2**

### **Agreement for 2015 Low Income Weatherization Program Implementation Between the Pima County division Community Development & Neighborhood Conservation and Tucson Electric Power**

THIS AMENDMENT NO. 2 is entered into for services provided from and after the 1st day of January, 2015, by and between Tucson Electric Power, an Arizona corporation, with offices at 88 E. Broadway Blvd, Tucson, AZ, 85701 ("TEP") and Pima County division Community Development & Neighborhood Conservation, the organization, with offices at 2797 E. Ajo Way, 3<sup>rd</sup> floor., Tucson, AZ 85713 ("CDNC"). ("TEP" and "CDNC" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, TEP and CDNC are Parties to that certain Agreement for Low Income Weatherization Program Implementation between TEP and CDNC, Pima County Contract No. 13\*222/Amend No. 7, dated effective as of the 1st day of July, 2013 (the "Original Contract").

**WHEREAS**, the Parties desire to extend the term of the Original Contract and make other 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:

Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.

- Section 1.4: Replace Section 1.4 in its entirety with the following:  
"The Program will be offered free of charge, to eligible TEP low-income customers ("Eligible Customers"). All Program participants must be TEP customers. As of July 1, 2015, the income levels for Eligible Customers for funding reimbursement from TEP is increased to 200% of Federal Poverty Level ("FPL"). CDNC will encourage Eligible Customers who are not already on TEP's Lifeline Pricing Plan to participate in the Lifeline Program."
- Section 2.3: Replace Section 2.3 in its entirety with the following:  
"CDNC will provide TEP with an invoice and forecast report each month. Invoices are required even if the amount being requested is zero dollars (\$0.00). Submittal of all invoices and forecast reports shall follow the 2015 schedule attached hereto as Attachment "C".

- Section 3.1: Replace Section 3.1 in its entirety with the following:

The overall Low Income Budget amounts for Low Income Weatherization ("LIW") agencies in TEP's service territory are subject to the Arizona Corporation Commission ("ACC") approval. With regards to cost Allocation plans, TEP reserves the right to review sufficient verification and pertinent reporting data as of November 1<sup>st</sup> 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 1<sup>st</sup>, then the subsequent year Allocation shall be based on 100% of the Allocation as specified in the TEP 2015 DSM Implementation Plan, subject to approval by TEP or the ACC.

- Section 5.1: Replace Section 5.1 in its entirety with the following:

For budget year 2015, TEP will reimburse CDNC in an aggregate amount of up to \$100,112.00 for weatherization services provided under this Agreement. CDNC's administration costs are not to exceed 10% of the total amount invoiced up to a maximum total of \$10,011.20. Health and Safety costs are not to exceed 25% of actual spending as described in paragraph 1.6 in the Original Contract.

- Section 6.1: of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2015 unless sooner terminate or further extended as provided herein.
- Attachment "C" will be attached to the Agreement and incorporated therein by this reference.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 2, effective as of the date first above written:

**PIMA COUNTY:**

**TUCSON ELECTRIC POWER:**

\_\_\_\_\_  
L.G. Widugiris, Director  
Pima County Procurement

\_\_\_\_\_  
Date Denise Smith, Director  
Customer Services & Energy Efficiency

Approved as to content:

\_\_\_\_\_  
Margaret Kish, Director  
Date 02/04/2015

Approved as to form:

\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

**Attachment "C"**

**2015 SCHEDULE**

<b>MONTH</b>	<b>BILLING CUT OFF DATE</b>	<b>BILLING DUE TO</b>
January 2015	1/23/15	1/26/15
February 2015	2/23/15	2/25/15
March 2015	3/23/15	3/25/15
April 2015	4/24/15	4/27/15
May 2015	5/22/15	5/25/15
June 2015	6/24/15	6/26/15
July 2015	7/24/15	7/27/15
August 2015	8/24/15	8/26/15
September 2015	9/23/15	9/25/15
October 2015	10/23/15	10/26/15
November 2015	11/20/15	11/23/15
December 2015	12/23/15	12/28/15