



# AGENDA 6:30 PM

TOWN OF THATCHER, TOWN COUNCIL MEETING

MONDAY, DECEMBER 18, 2023

Thatcher Town Hall Council Chambers - 3700 West Main St, Thatcher, Arizona

1. Welcome and Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. **PUBLIC HEARING**
5. **OPEN CALL TO THE PUBLIC:**
6. **PUBLIC APPEARANCES:**
  - A. Christmas Lighting Contest Awards
7. **CONSENT AGENDA: Action Item**
  - A. Approve Minutes of the November 20, 2023 Regular Council Meeting
  - B. Planning and Zoning Monthly Report
  - C. Police Monthly Report
  - D. Approval of Invoices
  - E. Financial Reports
8. **OLD BUSINESS: Discussion, consideration, and possible action**
9. **NEW BUSINESS: Discussion, consideration, and possible action**
  - A. Town Council Meeting Dates for January & February 2024
  - B. IGA Between Safford, Pima & Thatcher for Joint Municipal Court Services
  - C. AEPCO MSA Resale Agreement
  - D. Bid Award for Soccer Field Lighting
10. **INFORMATIONAL ITEMS:**
  - A. Town Manager's Report
    - Public Works Department – Allred Lane, Recreation Complex
    - New Grants Awarded!
    - Pathways to School

## **GUIDELINES FOR CITIZEN COMMENTS DURING PUBLIC HEARINGS:**

### ***PURPOSE:***

-Allow citizens to provide input to the Town Council on a particular subject scheduled on the agenda as a public hearing.  
-This is not a question-and-answer session.

### ***PROCEDURES:***

-When recognized during the "Public Hearing" section use the microphone.  
-Limit comments to 3 minutes.  
-State your Name & City of residence

## **GUIDELINES FOR CITIZEN COMMENTS ON NON-AGENDA ITEMS:**

### ***PURPOSE:***

-The Thatcher Town Council values citizen comments and input.  
-Because these items are not listed on the Council Agenda, Council may not act on the information during the meeting but may refer the matter to the Town Manager for follow-up.

### ***PROCEDURES:***

-When recognized during the "Open Call to the Public" section use the microphone.  
-Limit comments to 5 minutes.  
-State your Name & City of residence

**DECLARATION ON CONFLICT OF INTEREST:** Council members and staff have a right to declare interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council Members or staff members determine they have a conflict of interest.

- Financial Summary
- Police Department
- Fire Department

**B. Council Reports**

**11. FUTURE AGENDA ITEMS & POTENTIAL QUOROM'S**

**12. ADJOURNMENT**

**GUIDELINES FOR CITIZEN COMMENTS ON AGENDA ITEMS:**

**PURPOSE:**

-The Thatcher Town Council welcomes citizens to address them in their public meetings and will schedule the subject on the agenda.

**PROCEDURES:**

- Fill out a "Public Appearance Request" form to address the Town Council and present it to the Town Clerk 7 days prior to the meeting.
- When recognized during the "Public Appearance" section use the microphone.
- Limit comments to 15 minutes.
- State your Name & City of residence

A copy of agenda background material provided to Council members, except for material relating to possible executive sessions, is available for public inspection at the Town Clerk's office, 3700 W. Main Street, Monday-Thursday 7:00 am – 6:00 pm. The Town Council reserves the right to act upon any item on the agenda. Town Council Meeting Agendas are available on the Town's website at: [www.thatcher.az.gov](http://www.thatcher.az.gov)

**NOTES:** Pursuant to Title II of the Americans with Disabilities Act (ADA), persons with a disability may request reasonable accommodations by contacting Thatcher Town Hall at (928) 428-2290, forty-eight (48) hours prior to the meeting.

**POSTED BY:**

**DATE:**

**TIME:**

TBD

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**MEETING MINUTES FOR THE REGULAR MEETING & PUBLIC HEARING  
OF THE THATCHER TOWN COUNCIL  
NOVEMBER 20, 2023**

Councilmembers present: Mayor Bryce, Vice Mayor Howard, Councilwoman Smith, Councilman Welker, Councilman Vining, Councilman Carlton, Councilman McEuen

Staff present: Town Manager Heath Brown, Town Attorney Matt Clifford, Police Chief Shaffen Woods, Fire Chief Steve Curtis, Town Engineer Tom Palmer, Deputy Town Clerk Annie Reidhead, Building Inspector Alan Bryce, Procurement Officer Gary Allred

Visitors: David Bell (EA Courier), County Supervisor John Howard, Fred Woods, Dale Shumway, Rachel Allen, Vaughn & Ruth Grant, Jenna Ferrin, Alona Spacemen, Sean Wenham, Kelly Larson, Dina Larson, Sherri Layton

Welcome and Call Meeting to Order at 6:30 p.m. by Mayor Bryce and he stated that this is a public meeting of the Thatcher Town Council. He stated that we do have a quorum.

Pledge of Allegiance led by Councilwoman Smith.

**AGENDA**

**1. PUBLIC HEARING:**

- A.** Abandonment of Final Plat and Condominium Plat for Casa Blanca Condos and Approve Final Plat for Stadium Place Apartments  
Fred Woods introduced himself as the applicant for the project and stated that he was available for any questions.
- B.** Element Crossings Multi-Family Development Preliminary Plat

**2. OPEN CALL TO THE PUBLIC:**

Rachel Allen addressed the council regarding Thatcher School District widening their walk zone. This has caused more kids to walk to school, ride their scooters to school, and caused more traffic at the school for pick up. Ms. Allen is concerned about the safety of the kids. She has heard that the Town is working on fixing sidewalks and would like the Town to focus on sidewalks close to the school particularly High School Avenue between Church Street and the highway, 3<sup>rd</sup> Avenue between Church Street and the highway, north side of 1<sup>st</sup> Avenue. She also would like the Town to put a crosswalk on the corner of 1<sup>st</sup> Street and 4<sup>th</sup> Avenue.

**3. PUBLIC APPEARANCES:**

- A.** Country Financial First Responder Donation  
Vaughn Grant and Jenna Ferrin representing Country Financial addressed the council and explained to the council the "Operation Hero Donation" that is done annually. This year Country Financial is donating a total of \$3,000, \$1,500 to the Thatcher Police Department, and \$1,500 to the Thatcher Fire Department. Mr. Grant and Ms. Ferrin presented the check to Chief Woods and Chief Curtis.
- B.** Graham County Community Investment Fund Grant Presentation  
Sean Wenham representing Freeport McMoran addressed the council and congratulated the Town on receiving the Graham County Community Investment Fund Grant in the amount of \$100,000. He stated that the grant funds are being awarded for the "Bringing Light to the Thatcher Recreation Complex Soccer Fields" project. Mr. Wenham presented the check to Mayor Bryce, Mr. Brown, and Ms. Reidhead and thanked them for their hard work in applying for the grant.

4. **CONSENT AGENDA:** Action Item

- A. Approve Minutes of the October 16, 2023, Regular Council Meeting and the October 30, 2023, Council Work Session.
- B. Planning and Zoning Monthly Report.
- C. Police Monthly Report.
- D. Approval of Invoices.
- E. Financial Reports.

Councilmember Carlton made a motion to approve the Consent Agenda and seconded by Vice Mayor Howard. Motion carried unanimously.

5. **OLD BUSINESS:** None

6. **NEW BUSINESS:** Discussion, consideration, and possible action

- A. Abandonment of Final Plat and Condominium Plat for Casa Blanca Condos and Approve Final Plat for Stadium Place Apartments.

Mr. Brown referred to Alan Bryce, the Town Building Inspector. Mr. Bryce stated the Planning & Zoning committee was unanimously in favor of the plat.

Vice Mayor Howard made a motion to approve the Abandonment of Final Plat for Casa Blanca Condos and Approve Final Plat for Stadium Apartments and seconded by Councilmember Smith. Motion carried unanimously.

- B. Element Crossings Multi-Family Development Preliminary Plat

Mr. Brown referred to Alan Bryce, the Town Building Inspector. Mr. Bryce stated that this has been rezoned from multi-use to residential. He stated the Planning & Zoning committee was unanimously in favor of the plat.

Vice Mayor Howard made a motion to approve the Element Crossings Multi-Family Development Preliminary Plat and seconded by Councilmember Carlton. Motion carried unanimously.

- C. Electric "Power Purchase Cost Adjustor" (PPCA) Rate Change

Mr. Brown stated that the PPCA rate changed from \$0.02 to \$0.045 in February. This equated to a 23.6% increase and the total increase from the initial PPCA to current is 36.5%. Mr. Brown proposed that the Town drops the PPCA rate due to natural gas prices dropping. The council discussed what percentage to decrease the rate and that the PPCA rate be watched each month for adjustments. The discussion included keeping the rates as low as possible and taking a step wise approach.

Vice Mayor Howard made a motion to decrease the PPCA rate from \$0.045 to \$0.03 starting immediately and seconded by Councilmember Welker. Motion carried unanimously.

- D. Garbage Truck Purchase – State Contract Price

Mr. Brown discussed not being able to purchase the truck that was ordered a year ago due to it not being available. He introduced a new garbage truck, Dennis-Eagle Proview built in England, and referred to the quote and picture included in the council packet. The council asked if the parts for the garbage truck would be available in the United States. Mr. Brown stated that this is a concern and Todd Thatcher, Shop Manager, has researched parts and they are available in the United States.

Councilman Carlton made a motion to approve the purchase of the 2022 Dennis-Eagle Proview with the Curbtender PowerPak in the amount of \$418,034.00 through state contracting price from RWC and seconded by Vice Mayor Howard. Motion carried unanimously.

- E. **RESOLUTION NO. 712-2023** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF THATCHER, ARIZONA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE TOWN OF THATCHER AND THE STATE OF ARIZONA DEPARTMENT OF REVENUE FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS.

Mr. Brown stated that this Resolution is a formality with the State of Arizona Department of Revenue to administer taxes to the Town.

Councilmember Smith made a motion to approve Resolution No. 712-2023 as submitted and seconded by Vice Mayor. Motion carried unanimously.

**7. INFORMATIONAL ITEMS:**

A. Town Manager's Report

- PUBLIC WORKS DEPARTMENT  
ALLRED LANE  
This project is ongoing, just tedious with various items being removed and built. The curb and sidewalk to the corner will be completed by the end of this week.  
RECREATION COMPLEX  
The path lighting is being installed.  
DALEY ESTATES PARK IMPROVEMENTS  
The park improvements will be a winter project. Grass and trees will be planted.
- ADOT MEETING / STATUS REPORT  
Mr. Brown and Mr. Palmer met with the local ADOT crew to discuss the landscaping at La Casita and the license plate readers. It was thought that these two projects would be covered under the Town's blanket maintenance permit and are not. ADOT will allow things to stay in place and issue the permits for these two projects. The large boulders at La Casita will have to be lowered. Also discussed was the paving that has been completed and that within the next two years milling and repaving will be completed from Reay Lane to the east side of Safford.
- MEDICAL INSURANCE MUNICIPAL COMPARISON  
A small packet was provided with a summary sheet and rate sheets to the council on the medical insurance contribution rates that other Cities and Towns in Arizona pay for their employees. Also included on the summary sheet were some local private owned companies' medical insurance rate contributions. Council will review the packet and compare the Town's medical insurance rate contributions for the Town's employees. This item will be added and discussed at the next work session which will be used to prepare for the upcoming budget year.
- OTHER ITEMS  
The empty land located near the Golf Course and Reay Lane near the dam, that is two 80-acre parcels is owned by the City of Safford. The interest in the land was discussed with John Casella, City Manager of the City of Safford. Mr. Casella stated that the item will be added as an executive session item at their next council meeting.  
An electrical engineering firm has been brought in to start working on the 8<sup>th</sup> Street lighting.
- FINANCIAL SUMMARY

<b>GENERAL FUND</b>	
TOWN TAXES	520528
SHARED REVENUE	205942
OTHER REVENUES	125588
TOTAL REVENUE	852058
TOTAL EXPENDITURES	540275
<b>GENERAL FUND NET</b>	<b>311783</b>
<b>SEWER FUND</b>	
SEWER REVENUE	36781
SEWER EXPENTITURES	22204
<b>SEWER NET</b>	<b>14576</b>
<b>SANITATION FUND</b>	
SANITATION REVENUE	32925
SANITATION EXPENDITURES	40822
<b>SANITATION NET</b>	<b>-7896</b>
<b>ELECTRIC FUND</b>	
ELECTRIC REVENUE	533820
ELECTRIC EXPENDITURES	343261
<b>ELECTRIC NET</b>	<b>190560</b>

- POLICE DEPARTMENT  
Chief Woods stated that Detective Becky Thatcher applied for the United Way grant for a medical based incinerator and the Thatcher Police Department has been officially awarded the grant. The incinerator will be used to destroy drugs, drug paraphernalia and documents. The Town will also

allow other surrounding agencies access to the incinerator. The project will begin after the 1<sup>st</sup> of the year.

Chief Woods announced that Apollo, the Town's K9, is going to be traded out for another dog. Apollo has developed an issue with noise sensitivity. The company that Apollo was purchased from recommended the trade out. Apollo will be going to DOC next week to be used there. The K9 replacement will not be available until February. The company will allow Officer Maner to do brief training.

- FIRE DEPARTMENT

Chief Curtis stated the Fire Department yearly open house held last month was a success and thanked the Councilmembers and staff that attended.

Chief Curtis discussed a mock explosion drill that took place last week at the college. There were 25 students in attendance.

Chief Curtis stated that calls have been slow this last month.

B. Council Reports

**8. FUTURE AGENDA ITEMS & POTENTIAL QUORUM'S**

The council asked that the issue discussed in "Open Call to Public" be added to a future council meeting for discussion.

**9. EXECUTIVE SESSION – THATCHER COMMERCIAL PLAZA DISCUSSION**

At 7:45 p.m. Councilmember Carlton made a motion to go into Executive Session and seconded by Councilmember Smith. Motion carried unanimously.

At 7:54 p.m. Councilmember Smith made a motion to exit the Executive Session and go back into Regular Session and seconded by Vice Mayor Howard. Motion carried unanimously.

**10. ADJOURNMENT**

Councilmember Carlton made a motion to adjourn the meeting at 7:55 p.m. and seconded by Councilmember Welker. Motion carried unanimously.

APPROVED:

\_\_\_\_\_  
Heath Brown, Town Manager

\_\_\_\_\_  
Randy Bryce, Mayor

**CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Thatcher held on this 20<sup>th</sup> day of November. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Annie Reidhead, Deputy Clerk





Thatcher Police Department Chief's Report  
2022

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
Complaints Answered	200	209	204	205	228	192	283	321	224	222	280	235	2803
Arrests	8	9	7	14	10	12	26	12	9	8	14	10	139
Juvenile Referrals	2	0	1	2	1	0	3	1	10	8	14	1	43
Traffic Citations	31	17	24	39	51	42	22	31	39	48	41	26	411
Warnings	243	212	218	172	218	211	118	223	108	159	217	134	2233
MONTHLY TOTAL	484	447	454	332	508	457	452	588	390	445	566	406	5529
YEARLY TOTAL	484	931	1385	1717	2225	2682	3134	3722	4112	4557	5123	5529	5529

CURRENT MONTH BREAKDOWN

COMPLAINT BREAKDOWN

						<u>Property</u>	<u>MILES</u>
Accidents	13	Sex Offenses	1	Thefts	5	Stolen	\$ 2038
Traffic Comp	6	Crim Damage	7	Disturbance	1	Recovered	750
Veh Assist	12	Alarm	6	Fire	3	Difference	1288
Domestic	6	Assault	1	Deaths	1		
DUI	6	Animal	2	Juv Comp	4		
Missing Person	0	Drugs	5	Gen Comp	155		
Alcohol Viol	0	Homicide	1				

YEAR TO DATE BREAKDOWN

COMPLAINT BREAKDOWN

						<u>Property</u>	<u>MILES</u>
Accidents	135	Sex Offenses	3	Thefts	48	Stolen	\$ 9398
Traffic Comp	79	Crim Damage	58	Disturbance	26	Recovered	3440
Veh Assist	159	Alarm	94	Fire	32	Difference	5958
Domestic	65	Assault	16	Deaths	7		
DUI	37	Animal	103	Juv Comp	86		
Missing Person	3	Drugs	20	Gen Comp	1905		
Alcohol Viol	17	Homicide	1				

Thatcher Police Department Chief's Report  
2023

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
Complaints Answered	247	270	275	273	243	241							1549
Arrests	11	9	7	5	10	10							52
Juvenile Referrals	1	3	2	3	3	2							12
Traffic Citations	42	21	18	12	39	29							161
Warnings	181	152	149	155	176	195							1008
MONTHLY TOTAL	482	455	451	448	471	477							2784
YEARLY TOTAL	482	937	1388	1836	2307	2784							2784

CURRENT MONTH BREAKDOWN

COMPLAINT BREAKDOWN

						<u>Property</u>	<u>MILES</u>
Accidents	9	Sex Offenses	2	Thefts	5	Stolen	\$12300 6879
Traffic Comp	3	Crim Damage	4	Disturbance	1	Recovered	0
Veh Assist	10	Alarm	5	Fire	4	Difference	12300
Domestic	4	Assault	3	Deaths	0		
DUI	3	Animal	14	Juv Comp	8		
Missing Person	0	Drugs	1	Gen Comp	165		
Alcohol Viol	0	Homicide	0				

YEAR TO DATE BREAKDOWN

COMPLAINT BREAKDOWN

						<u>Property</u>	<u>MILES</u>
Accidents	70	Sex Offenses	2	Thefts	28	Stolen	\$ 15928 52736
Traffic Comp	34	Crim Damage	22	Disturbance	7	Recovered	0
Veh Assist	73	Alarm	48	Fire	11	Difference	19028
Domestic	34	Assault	10	Deaths	1		
DUI	17	Animal	50	Juv Comp	50		
Missing Person	0	Drugs	14	Gen Comp	1116		
Alcohol Viol	2	Homicide	0				

Report Criteria:  
 Detail report.  
 Invoices with totals above \$0.00 included.  
 Only paid invoices included.

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>03-20350 WORKERS COMPENSATION PAYABLE</b>								
03-20350 WORKERS COMPENSATION	1647	AMRRP-WC FUND	JULY-SEPT 20	WORKERS COMP INS	11/06/2023	22,964.03	22,964.03	11/07/2023
Total 03-20350 WORKERS COMPENSATION PAYABLE:						22,964.03	22,964.03	
<b>10-20300 MEDICAL INSURANCE PAYABLE</b>								
10-20300 MEDICAL INSURANCE PAYA	2077	ASSURITY LIFE INSURANCE C	4004114154	ACCIDENT INSURANCE	10/31/2023	5,894.95	5,894.95	11/07/2023
10-20300 MEDICAL INSURANCE PAYA	2077	ASSURITY LIFE INSURANCE C	4004127889	ACCIDENT INSURANCE	11/24/2023	5,894.95	5,894.95	11/21/2023
10-20300 MEDICAL INSURANCE PAYA	2468	BLUE CROSS BLUE SHIELD OF	042484/111523	MEDICAL INSURANCE	11/15/2023	68,558.46	68,558.46	11/21/2023
10-20300 MEDICAL INSURANCE PAYA	3524	DELTA DENTAL OF ARIZONA	RIS000532694	DENTAL INS	12/01/2023	5,474.90	5,474.90	11/29/2023
10-20300 MEDICAL INSURANCE PAYA	8200	VISION SERVICE PLAN	DEC 2023	VISION PLAN/121448340001	11/18/2023	678.57	678.57	11/29/2023
Total 10-20300 MEDICAL INSURANCE PAYABLE:						86,501.83	86,501.83	
<b>10-20320 JCEF PAYABLE</b>								
10-20320 JCEF PAYABLE	10218	ALEXIS BORJON	CR2016164	BOND REFUND	11/27/2023	1,568.00	1,568.00	11/29/2023
10-20320 JCEF PAYABLE	10139	ANGELA LATTERI	CM202100000	RESTITUTION	11/01/2023	25.00	25.00	11/07/2023
10-20320 JCEF PAYABLE	1960	ARIZONA STATE TREASURER	OCT 2023	COLLECTED FUNDS-SAFFORD	11/06/2023	12,574.84	12,574.84	11/07/2023
10-20320 JCEF PAYABLE	1960	ARIZONA STATE TREASURER	OCT 2023	COLLECTED FUNDS-PIMA	11/06/2023	924.20	924.20	11/07/2023
10-20320 JCEF PAYABLE	1960	ARIZONA STATE TREASURER	OCT 2023	COLLECTED FUNDS-THATCHE	11/06/2023	2,965.29	2,965.29	11/07/2023
10-20320 JCEF PAYABLE	10218	ARTURO CONTRERAS	CR2019091	BOND REFUND	11/15/2023	1,000.00	1,000.00	11/21/2023
10-20320 JCEF PAYABLE	10218	BONNIE DALZINE	CM202000001	RESTITUTION	11/13/2023	83.68	83.68	11/16/2023
10-20320 JCEF PAYABLE	10218	BRIANNA HICKS	CM202300020	RESTITUTION	10/30/2023	150.00	150.00	11/07/2023
10-20320 JCEF PAYABLE	10218	BRIANNA HICKS	CM202300020	RESTITUTION	11/27/2023	125.00	125.00	11/29/2023
10-20320 JCEF PAYABLE	4302	CITY OF SAFFORD	OCT 2023	MONTHLY COURT REVENUE	11/15/2023	1,077.08	1,077.08	11/16/2023
10-20320 JCEF PAYABLE	3482	DAVID EDWARDS	TR2022000051	RESTITUTION	11/20/2023	25.00	25.00	11/21/2023
10-20320 JCEF PAYABLE	10218	DERI DANNENBRINK	CM202300004	RESTITUTION-S.VELA	11/08/2023	100.00	100.00	11/16/2023
10-20320 JCEF PAYABLE	4470	GRAHAM COUNTY SHERIFF'S	OCT 2023	DUI HOUSING FEES	11/06/2023	135.00	135.00	11/07/2023
10-20320 JCEF PAYABLE	4505	GRAHAM COUNTY TREASURE	OCT 2023	Z052 ADDITIONAL ASSESSMEN	11/06/2023	20.58	20.58	11/07/2023
10-20320 JCEF PAYABLE	10218	KALASIA HINES	CM202200028/	RESTITUTION-L.MORTON	11/21/2023	288.45	288.45	11/29/2023
10-20320 JCEF PAYABLE	10218	MELISSA CLARK	CM202300017	RESTITUTION	11/06/2023	150.00	150.00	11/07/2023
10-20320 JCEF PAYABLE	6850	SAFEWAY STORES, INC.	CM202300006	RESTITUTION	11/27/2023	50.00	50.00	11/29/2023
10-20320 JCEF PAYABLE	6850	SAFEWAY STORES, INC.	CM202300065/	RESTITUTION	10/30/2023	50.00	50.00	11/07/2023
10-20320 JCEF PAYABLE	10218	TAYLOR MORENO	CM202300009	BOND REFUND	11/07/2023	250.00	250.00	11/16/2023
10-20320 JCEF PAYABLE	10218	TAYLOR MORENO	CM202300009	BOND REFUND	11/07/2023	250.00	250.00	11/16/2023
10-20320 JCEF PAYABLE	7775	TOWN OF PIMA	OCT 2023	MONTHLY COURT REVENUE	11/15/2023	1,025.80	1,025.80	11/16/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-20320 JCEF PAYABLE	8245	WALMART COMMUNITY	CM202300009	RESTITUTION	10/26/2023	25.00	25.00	11/07/2023
10-20320 JCEF PAYABLE	8245	WALMART COMMUNITY	CM202300015	RESTITUTION	11/01/2023	25.00	25.00	11/07/2023
10-20320 JCEF PAYABLE	8245	WALMART COMMUNITY	CM202300017	RESTITUTION	11/01/2023	25.00	25.00	11/07/2023
Total 10-20320 JCEF PAYABLE:						22,912.92	22,912.92	
<b>10-50-302 GENERAL INSURANCE</b>								
10-50-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	1,577.15	1,577.15	11/29/2023
Total 10-50-302 GENERAL INSURANCE:						1,577.15	1,577.15	
<b>10-50-310 TELEPHONE</b>								
10-50-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	107.82	107.82	11/16/2023
Total 10-50-310 TELEPHONE:						107.82	107.82	
<b>10-50-311 CELL PHONES &amp; AIR CARDS</b>								
10-50-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	21.24	21.24	11/29/2023
10-50-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	477.19	477.19	11/07/2023
Total 10-50-311 CELL PHONES & AIR CARDS:						498.43	498.43	
<b>10-50-326 ATTORNEY</b>								
10-50-326 ATTORNEY	5667	MATT N. CLIFFORD, P.C.	NOV 2023	ADMIN	11/06/2023	2,383.92	2,383.92	11/07/2023
Total 10-50-326 ATTORNEY:						2,383.92	2,383.92	
<b>10-50-328 AUDITOR</b>								
10-50-328 AUDITOR	3165	COLBY & POWELL, PLC	5448	ACCOUNTING SERVICES	11/01/2023	12,240.00	12,240.00	11/16/2023
Total 10-50-328 AUDITOR:						12,240.00	12,240.00	
<b>10-50-344 PRINTING &amp; ADVERTISING</b>								
10-50-344 PRINTING & ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00002-0013	PRINTING & ADVERTISING	10/31/2023	127.50	127.50	11/07/2023
10-50-344 PRINTING & ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00012-0000	PRINTING & ADVERTISING	10/31/2023	29.70	29.70	11/07/2023
Total 10-50-344 PRINTING & ADVERTISING:						157.20	157.20	
<b>10-50-445 GV BOYS &amp; GIRLS CLUB</b>								
10-50-445 GV BOYS & GIRLS CLUB	4335	GILA VALLEY BOYS & GIRLS CL	3	DONATION	11/02/2023	2,000.00	2,000.00	11/16/2023

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Total 10-50-445 GV BOYS & GIRLS CLUB:						2,000.00	2,000.00	
<b>10-50-516 ADWR</b>								
10-50-516 ADWR	1926	AZ DEPT OF WATER RESOURC	10193	DAM INSPECTION FEES	11/08/2023	3,000.00	3,000.00	11/16/2023
Total 10-50-516 ADWR:						3,000.00	3,000.00	
<b>10-50-590 MISCELLANEOUS</b>								
10-50-590 MISCELLANEOUS	4369	GINAVEVE'S MARKET PLACE	2023	GOLF TOURN FUNDRAISER	11/18/2023	350.00	350.00	11/16/2023
10-50-590 MISCELLANEOUS	7855	TROPHIES 'N TEES	20221433	HATS	11/09/2023	191.84	191.84	11/16/2023
Total 10-50-590 MISCELLANEOUS:						541.84	541.84	
<b>10-52-302 GENERAL INSURANCE</b>								
10-52-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	1,577.15	1,577.15	11/29/2023
Total 10-52-302 GENERAL INSURANCE:						1,577.15	1,577.15	
<b>10-52-310 TELEPHONE</b>								
10-52-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	748.93	748.93	11/16/2023
Total 10-52-310 TELEPHONE:						748.93	748.93	
<b>10-52-311 CELL PHONES &amp; AIR CARDS</b>								
10-52-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	5.26	5.26	11/29/2023
10-52-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	118.28	118.28	11/07/2023
Total 10-52-311 CELL PHONES & AIR CARDS:						123.54	123.54	
<b>10-52-312 WATER</b>								
10-52-312 WATER	4302	CITY OF SAFFORD	16.161.01/1031	TOWN HALL	10/31/2023	781.89	781.89	11/16/2023
10-52-312 WATER	4302	CITY OF SAFFORD	17.529.02/1031	3670 W MAIN	10/31/2023	35.91	35.91	11/16/2023
Total 10-52-312 WATER:						817.80	817.80	
<b>10-52-314 NATURAL GAS</b>								
10-52-314 NATURAL GAS	4406	GRAHAM CO UTILITIES	4743023/11172	HWY 70 WEST TOT SIGN	11/17/2023	26.08	26.08	11/29/2023
10-52-314 NATURAL GAS	7319	SOUTHWEST GAS	910003247045/	TOWN HALL	11/09/2023	100.23	100.23	11/16/2023
10-52-314 NATURAL GAS	7319	SOUTHWEST GAS	910003247046/	GAS	11/07/2023	58.50	58.50	11/16/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-52-314 NATURAL GAS:						184.81	184.81	
<b>10-52-340 OFFICE EQUIPMENT MAINTENANCE</b>								
10-52-340 OFFICE EQUIPMENT MAIN	8272	WELLS FARGO FINANCE LEAS	5027333248	KYOCERA LEASE	11/02/2023	226.45	226.45	11/16/2023
Total 10-52-340 OFFICE EQUIPMENT MAINTENANCE:						226.45	226.45	
<b>10-52-344 PRINTING/ADVERTISING</b>								
10-52-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00002-0013	PRINTING & ADVERTISING	10/31/2023	85.00	85.00	11/07/2023
10-52-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00012-0000	PRINTING & ADVERTISING	10/31/2023	19.80	19.80	11/07/2023
10-52-344 PRINTING/ADVERTISING	4491	GILA VALLEY CENTRAL	2553	SPORTS AD	11/01/2023	125.00	125.00	11/07/2023
Total 10-52-344 PRINTING/ADVERTISING:						229.80	229.80	
<b>10-52-347 COMPUTER SOFTWARE SUPPORT</b>								
10-52-347 COMPUTER SOFTWARE S	2905	CASELLE, INC.	128278	SOFTWARE SUPPORT	11/01/2023	812.00	812.00	11/07/2023
Total 10-52-347 COMPUTER SOFTWARE SUPPORT:						812.00	812.00	
<b>10-52-505 TRAINING/MEETING/TRAVEL</b>								
10-52-505 TRAINING/MEETING/TRAVE	704	ANNIE REIDHEAD	110623	HR SUMMIT	11/06/2023	290.50	290.50	11/07/2023
10-52-505 TRAINING/MEETING/TRAVE	6250	PETTY CASH	112123	HR CONF TRAVEL	11/21/2023	119.00	119.00	11/29/2023
Total 10-52-505 TRAINING/MEETING/TRAVEL:						409.50	409.50	
<b>10-52-540 OFFICE SUPPLIES</b>								
10-52-540 OFFICE SUPPLIES	1290	ALLPRINT, INC.	23469	ENVELOPES	10/20/2023	343.63	343.63	11/07/2023
10-52-540 OFFICE SUPPLIES	1467	AMAZON CAPITAL SERVICES, I	1MF6-1C9Q-3T	OFFICE SUPPLIES	11/01/2023	77.46	77.46	11/07/2023
10-52-540 OFFICE SUPPLIES	2346	BASHAS' INC	721747	WATER	10/16/2023	4.61	4.61	11/29/2023
10-52-540 OFFICE SUPPLIES	2346	BASHAS' INC	808744	WATER	10/30/2023	4.09	4.09	11/29/2023
10-52-540 OFFICE SUPPLIES	2346	BASHAS' INC	809082	HALLOWEEN SUPPLIES	10/31/2023	23.38	23.38	11/29/2023
10-52-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	8.35	8.35	11/21/2023
10-52-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	56.38	56.38	11/21/2023
10-52-540 OFFICE SUPPLIES	8235	WATER DEPOT	7476	REFILL	11/07/2023	18.00	18.00	11/16/2023
Total 10-52-540 OFFICE SUPPLIES:						535.90	535.90	
<b>10-52-590 MISCELLANEOUS</b>								
10-52-590 MISCELLANEOUS	4042	ENTERPRISE FLEET MANAGEM	611935-110423	FEES	11/01/2023	237.77	237.77	11/16/2023
10-52-590 MISCELLANEOUS	6250	PETTY CASH	112123	LAMINATING	11/21/2023	2.00	2.00	11/29/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-52-590 MISCELLANEOUS	6250	PETTY CASH	112123	LAMINATING	11/21/2023	1.00	1.00	11/29/2023
10-52-590 MISCELLANEOUS	6250	PETTY CASH	112123	SUPPLIES	11/21/2023	21.24	21.24	11/29/2023
Total 10-52-590 MISCELLANEOUS:						262.01	262.01	
<b>10-52-747 COMPUTER SOFTWARE</b>								
10-52-747 COMPUTER SOFTWARE	2320	CHASE CARD SERVICES	OCT2023	ADOBE	11/01/2023	21.81	21.81	11/21/2023
10-52-747 COMPUTER SOFTWARE	3679	DUCORP, INC	17-2023	ENDPOINT PROTECTION	11/16/2023	3,600.00	3,600.00	11/21/2023
Total 10-52-747 COMPUTER SOFTWARE:						3,621.81	3,621.81	
<b>10-52-748 COMPUTER SUPPORT</b>								
10-52-748 COMPUTER SUPPORT	3435	DAN MARTIN	6100	IT CONSULTING	11/28/2023	558.00	558.00	12/06/2023
Total 10-52-748 COMPUTER SUPPORT:						558.00	558.00	
<b>10-52-750 VEHICLES</b>								
10-52-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	TOWN HALL	11/01/2023	399.14	399.14	11/16/2023
Total 10-52-750 VEHICLES:						399.14	399.14	
<b>10-55-102 SALARIES/WAGES</b>								
10-55-102 SALARIES/WAGES	5539	MARC CLIFFORD	111523	TR2023-000011	11/15/2023	37.50	37.50	11/21/2023
Total 10-55-102 SALARIES/WAGES:						37.50	37.50	
<b>10-55-302 GENERAL INSURANCE</b>								
10-55-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	344.31	344.31	11/29/2023
Total 10-55-302 GENERAL INSURANCE:						344.31	344.31	
<b>10-55-312 WATER</b>								
10-55-312 WATER	4302	CITY OF SAFFORD	73.045.09/1031	702 8TH AVE	10/31/2023	416.34	416.34	11/16/2023
Total 10-55-312 WATER:						416.34	416.34	
<b>10-55-510 DUES/SUBSCRIPTIONS</b>								
10-55-510 DUES/SUBSCRIPTIONS	1950	ARIZ DEPT OF ADMINISTRATIO	AFTP2024024	OPEN BOOKS FEES	10/20/2023	1,000.00	1,000.00	11/16/2023
10-55-510 DUES/SUBSCRIPTIONS	2465	BLUE360 MEDIA	IN2309203670	LAW MANUAL	10/23/2023	74.95	74.95	11/21/2023
10-55-510 DUES/SUBSCRIPTIONS	2465	BLUE360 MEDIA	IN2309203687	LAW MANUAL	10/23/2023	74.95	74.95	11/21/2023

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Total 10-55-510 DUES/SUBSCRIPTIONS:						1,149.90	1,149.90	
<b>10-55-540 OFFICE SUPPLIES</b>								
10-55-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35464422	COURT SUPPLIES	11/02/2023	71.79	71.79	11/16/2023
10-55-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35488418	COURT SUPPLIES	11/03/2023	77.23	77.23	11/16/2023
10-55-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35509999	COURT SUPPLIES	11/03/2023	26.10	26.10	11/16/2023
10-55-540 OFFICE SUPPLIES	7365	SPARKLETTS	17051740 1028	WATER	10/28/2023	133.73	133.73	11/07/2023
Total 10-55-540 OFFICE SUPPLIES:						308.85	308.85	
<b>10-62-150 ASP LABOR</b>								
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01516523102	LABOR	11/06/2023	78.00	78.00	11/07/2023
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01522523112	LABOR	11/28/2023	96.00	96.00	11/29/2023
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01531552311	LABOR	11/14/2023	114.00	114.00	11/21/2023
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-08	LABOR	11/02/2023	16.99	16.99	11/07/2023
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-09	LABOR	11/14/2023	15.99	15.99	11/21/2023
10-62-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-10	FUEL CHARGE	11/24/2023	15.99	15.99	11/29/2023
Total 10-62-150 ASP LABOR:						336.97	336.97	
<b>10-62-302 GENERAL INSURANCE</b>								
10-62-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	3,148.75	3,148.75	11/29/2023
Total 10-62-302 GENERAL INSURANCE:						3,148.75	3,148.75	
<b>10-62-311 CELL PHONES &amp; AIR CARDS</b>								
10-62-311 CELL PHONES & AIR CARD	2832	SPARKLIGHT	121419568/112	INTERNET	11/01/2023	94.69	94.69	11/16/2023
10-62-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	3.99	3.99	11/29/2023
10-62-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	89.73	89.73	11/07/2023
Total 10-62-311 CELL PHONES & AIR CARDS:						188.41	188.41	
<b>10-62-312 WATER</b>								
10-62-312 WATER	4302	CITY OF SAFFORD	12.702.00/1031	REAY LN & DALEY FOUNTAIN	10/31/2023	32.78	32.78	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	13.425.01/1031	DALEY PARK	10/31/2023	722.03	722.03	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	14.950.01/1031	IRRIGATION	10/31/2023	205.66	205.66	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	15.218.00/1031	HIGHLINE & REAY FOUNTAIN	10/31/2023	32.78	32.78	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	15.268.01/1031	SPLASHPARK/CEMETERY	10/31/2023	874.15	874.15	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	15.785.01/1031	2161 HWY 70	10/31/2023	86.53	86.53	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	15.970.00/1031	EAGLE MEADOW	10/31/2023	181.24	181.24	11/16/2023



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10-62-312 WATER	4302	CITY OF SAFFORD	16.385.01/1031	REAY LANE PARK	10/31/2023	32.80	32.80	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	17.830.01/1031	LANDSCAPE METER	10/31/2023	137.12	137.12	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	81.674.02/1031	8th ST LANDSCAPE	10/31/2023	56.02	56.02	11/16/2023
10-62-312 WATER	4302	CITY OF SAFFORD	81.675.02/1031	8th ST LANDSCAPE	10/31/2023	32.78	32.78	11/16/2023
Total 10-62-312 WATER:						2,393.89	2,393.89	
<b>10-62-341 EQUIPMENT MAINTENANCE</b>								
10-62-341 EQUIPMENT MAINTENANC	3075	FIRST CALL AUTO PARTS	2752-202682	WORK LIGHT	10/11/2023	42.71	42.71	11/16/2023
10-62-341 EQUIPMENT MAINTENANC	1818	JOHN DEERE FINANCIAL	P67928	BLADE	09/19/2023	183.75	183.75	11/29/2023
10-62-341 EQUIPMENT MAINTENANC	1818	JOHN DEERE FINANCIAL	P68815	V-BELT	11/06/2023	431.45	431.45	11/29/2023
10-62-341 EQUIPMENT MAINTENANC	1818	JOHN DEERE FINANCIAL	P68890	V-BELTS	11/09/2023	632.45	632.45	11/29/2023
Total 10-62-341 EQUIPMENT MAINTENANCE:						1,290.36	1,290.36	
<b>10-62-350 VEHICLE MAINTENANCE</b>								
10-62-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-205840	FUEL FILTER	10/23/2023	16.99	16.99	11/16/2023
Total 10-62-350 VEHICLE MAINTENANCE:						16.99	16.99	
<b>10-62-539 SEED &amp; FERTILIZER</b>								
10-62-539 SEED & FERTILIZER	4125	FERTIZONA - THATCHER, LLC	19043268	21-3-3-3S	11/15/2023	415.74	415.74	11/21/2023
Total 10-62-539 SEED & FERTILIZER:						415.74	415.74	
<b>10-62-541 EQUIPMENT SUPPLIES</b>								
10-62-541 EQUIPMENT SUPPLIES	5950	NCE MANAGEMENT TRUST	66557	KEYS	10/12/2023	30.25	30.25	11/07/2023
10-62-541 EQUIPMENT SUPPLIES	5950	NCE MANAGEMENT TRUST	66624	TRIMMER LINE	11/01/2023	92.00	92.00	11/29/2023
Total 10-62-541 EQUIPMENT SUPPLIES:						122.25	122.25	
<b>10-62-555 GAS/OIL/LUBRICANTS</b>								
10-62-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	1,039.84	1,039.84	11/16/2023
10-62-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-62-555 GAS/OIL/LUBRICANTS:						1,336.15	1,336.15	
<b>10-62-667 WEED CONTROL</b>								
10-62-667 WEED CONTROL	5605	MATLOCK GAS & EQUIP CO	1135	WEED BURNER	11/01/2023	107.68	107.68	11/16/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-62-667 WEED CONTROL:						107.68	107.68	
<b>10-62-750 VEHICLES</b>								
10-62-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	PARKS - CLARIDGE	11/01/2023	716.07	716.07	11/16/2023
10-62-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	PARKS - WHITMIRE	11/01/2023	724.74	724.74	11/16/2023
Total 10-62-750 VEHICLES:						1,440.81	1,440.81	
<b>10-70-302 GENERAL INSURANCE</b>								
10-70-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	10,706.85	10,706.85	11/29/2023
Total 10-70-302 GENERAL INSURANCE:						10,706.85	10,706.85	
<b>10-70-310 TELEPHONE</b>								
10-70-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	321.52	321.52	11/16/2023
Total 10-70-310 TELEPHONE:						321.52	321.52	
<b>10-70-311 CELL PHONES &amp; AIR CARDS</b>								
10-70-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	31.76	31.76	11/29/2023
10-70-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	713.74	713.74	11/07/2023
Total 10-70-311 CELL PHONES & AIR CARDS:						745.50	745.50	
<b>10-70-340 OFFICE EQUIPMENT MAINTENANCE</b>								
10-70-340 OFFICE EQUIPMENT MAIN	4840	INTERSTATE ELECTRONICS IN	AZ2731	COPIER AGREEMENT	11/01/2023	609.84	609.84	11/29/2023
Total 10-70-340 OFFICE EQUIPMENT MAINTENANCE:						609.84	609.84	
<b>10-70-341 EQUIPMENT MAINTENANCE</b>								
10-70-341 EQUIPMENT MAINTENANC	1812	ARIZONA LAW ENFORCEMENT	23-1171	RADAR UNIT MAINTENANCE	11/18/2023	550.19	550.19	11/21/2023
Total 10-70-341 EQUIPMENT MAINTENANCE:						550.19	550.19	
<b>10-70-344 PRINTING/ADVERTISING</b>								
10-70-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00002-0013	PRINTING & ADVERTISING	10/31/2023	140.25	140.25	11/07/2023
10-70-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00012-0000	PRINTING & ADVERTISING	10/31/2023	32.67	32.67	11/07/2023
Total 10-70-344 PRINTING/ADVERTISING:						172.92	172.92	

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-70-350 VEHICLE MAINTENANCE</b>								
10-70-350 VEHICLE MAINTENANCE	2320	CHASE CARD SERVICES	OCT2023	JJ EXPRESS WASH	11/01/2023	259.15	259.15	11/21/2023
10-70-350 VEHICLE MAINTENANCE	2320	CHASE CARD SERVICES	OCT2023	JJ EXPRESS WASH	11/01/2023	2.49	2.49	11/21/2023
10-70-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-200725	BRAKE PADS	10/03/2023	533.48	533.48	11/16/2023
10-70-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-204058	RETURN	10/16/2023	11.02-	11.02-	11/16/2023
10-70-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-206086	REFRIGERANT	10/24/2023	653.51	653.51	11/16/2023
10-70-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-206642	CABIN FILTER	10/26/2023	18.49	18.49	11/16/2023
10-70-350 VEHICLE MAINTENANCE	4183	HORNE FREEDOM FORD	112458	BRAKE KIT	10/03/2023	171.46	171.46	11/21/2023
Total 10-70-350 VEHICLE MAINTENANCE:						1,627.56	1,627.56	
<b>10-70-360 ANIMAL CONTROL SERVICES</b>								
10-70-360 ANIMAL CONTROL SERVIC	4420	GRAHAM CO BOARD OF SUPE	2024-0040	ANIMAL CONTROL	11/01/2023	350.00	350.00	11/07/2023
Total 10-70-360 ANIMAL CONTROL SERVICES:						350.00	350.00	
<b>10-70-505 TRAINING/MEETING/TRAVEL</b>								
10-70-505 TRAINING/MEETING/TRAVE	6250	PETTY CASH	112123	FORENSIC TRAVEL	11/21/2023	59.00	59.00	11/29/2023
10-70-505 TRAINING/MEETING/TRAVE	6250	PETTY CASH	112123	GRAND JURY	11/21/2023	59.00	59.00	11/29/2023
10-70-505 TRAINING/MEETING/TRAVE	6250	PETTY CASH	112123	POLICE CAR TRANSPORT	11/21/2023	34.00	34.00	11/29/2023
Total 10-70-505 TRAINING/MEETING/TRAVEL:						152.00	152.00	
<b>10-70-540 OFFICE SUPPLIES</b>								
10-70-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35512724	AIR PURIFIER	11/06/2023	108.79	108.79	11/16/2023
10-70-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	5.92	5.92	11/21/2023
10-70-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	39.94	39.94	11/21/2023
Total 10-70-540 OFFICE SUPPLIES:						154.65	154.65	
<b>10-70-550 VEHICLE SUPPLIES</b>								
10-70-550 VEHICLE SUPPLIES	7717	TINT PRO	248885	FULL TINT-TAHOE	11/20/2023	240.00	240.00	11/21/2023
Total 10-70-550 VEHICLE SUPPLIES:						240.00	240.00	
<b>10-70-555 GAS/OIL/LUBRICANTS</b>								
10-70-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	3,694.68	3,694.68	11/16/2023
10-70-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-70-555 GAS/OIL/LUBRICANTS:						3,990.99	3,990.99	

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<b>10-70-741 MACHINERY/EQUIPMENT</b>								
10-70-741 MACHINERY/EQUIPMENT	4579	HERO INDUSTRIES, INC	15934	CHALLENGE COIN	07/13/2023	765.00	765.00	11/16/2023
Total 10-70-741 MACHINERY/EQUIPMENT:						765.00	765.00	
<b>10-70-748 COMPUTER SUPPORT</b>								
10-70-748 COMPUTER SUPPORT	3435	DAN MARTIN	6100	IT CONSULTING	11/28/2023	558.00	558.00	12/06/2023
10-70-748 COMPUTER SUPPORT	4282	GEOTAB USA, INC	IN362489	PROPLUS PLAN & SUPPORT	11/01/2023	268.39	268.39	11/07/2023
Total 10-70-748 COMPUTER SUPPORT:						826.39	826.39	
<b>10-70-750 VEHICLES</b>								
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE-MANER	11/01/2023	1,191.70	1,191.70	11/16/2023
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE - WEST	11/01/2023	1,339.55	1,339.55	11/16/2023
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE - THATCHER	11/01/2023	962.15	962.15	11/16/2023
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE - LARSON	11/01/2023	1,121.00	1,121.00	11/16/2023
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE - WHISMAN	11/01/2023	1,301.05	1,301.05	11/16/2023
10-70-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	POLICE - ARBIZO	11/01/2023	1,198.15	1,198.15	11/16/2023
Total 10-70-750 VEHICLES:						7,113.60	7,113.60	
<b>10-72-127 WORKERS COMP INSURANCE</b>								
10-72-127 WORKERS COMP INSURAN	1647	AMRRP-WC FUND	JULY-SEPT 20	WORKERS COMP INS	11/06/2023	4,140.00	4,140.00	11/07/2023
Total 10-72-127 WORKERS COMP INSURANCE:						4,140.00	4,140.00	
<b>10-72-302 GENERAL INSURANCE</b>								
10-72-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	2,598.97	2,598.97	11/29/2023
Total 10-72-302 GENERAL INSURANCE:						2,598.97	2,598.97	
<b>10-72-310 TELEPHONE</b>								
10-72-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	142.47	142.47	11/16/2023
Total 10-72-310 TELEPHONE:						142.47	142.47	
<b>10-72-312 WATER</b>								
10-72-312 WATER	4302	CITY OF SAFFORD	17.528.01/1031	FIRE DEPARTMENT	10/31/2023	136.34	136.34	11/16/2023
Total 10-72-312 WATER:						136.34	136.34	

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<b>10-72-341 EQUIPMENT MAINTENANCE</b>								
10-72-341 EQUIPMENT MAINTENANC	4181	FREIGHTLINER OF ARIZONA	RA310093736:	NFPA PUMP TEST	03/21/2023	3,620.80	3,620.80	11/29/2023
Total 10-72-341 EQUIPMENT MAINTENANCE:						3,620.80	3,620.80	
<b>10-72-350 VEHICLE MAINTENANCE</b>								
10-72-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-204441	AIR FILTER	10/17/2023	11.99	11.99	11/16/2023
10-72-350 VEHICLE MAINTENANCE	5530	MACK'S AUTO SUPPLY	165931	BRAKE HOSE	10/24/2023	47.65	47.65	11/16/2023
Total 10-72-350 VEHICLE MAINTENANCE:						59.64	59.64	
<b>10-72-505 TRAINING/MEETING/TRAVEL</b>								
10-72-505 TRAINING/MEETING/TRAVE	241	JACOB PORTER	100723	OUT OF POCKET- TRAINING	10/07/2023	125.25	125.25	11/29/2023
10-72-505 TRAINING/MEETING/TRAVE	205	RUE MATTICE	052323	OUT OF POCKET	05/30/2023	134.72	134.72	11/29/2023
10-72-505 TRAINING/MEETING/TRAVE	205	RUE MATTICE	312327	OPEN HOUSE SUPPLIES	10/10/2023	1,098.00	1,098.00	11/29/2023
Total 10-72-505 TRAINING/MEETING/TRAVEL:						1,357.97	1,357.97	
<b>10-72-510 DUES/SUBSCRIPTIONS</b>								
10-72-510 DUES/SUBSCRIPTIONS	1185	ALERT - ALL CORP	223090924	HANDOUTS	09/22/2023	978.50	978.50	11/29/2023
10-72-510 DUES/SUBSCRIPTIONS	3983	EMERGENCY SERVICES MARK	23-41512	SUBSCRIPTION	10/26/2023	305.00	305.00	11/29/2023
Total 10-72-510 DUES/SUBSCRIPTIONS:						1,283.50	1,283.50	
<b>10-72-540 OFFICE SUPPLIES</b>								
10-72-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	.17	.17	11/21/2023
10-72-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	1.18	1.18	11/21/2023
Total 10-72-540 OFFICE SUPPLIES:						1.35	1.35	
<b>10-72-541 EQUIPMENT MAINTENANCE</b>								
10-72-541 EQUIPMENT MAINTENANC	4000	EMPIRE SOUTHWEST	RV1711284	PROFORMA INVOICE	10/04/2023	5,546.75	5,546.75	11/21/2023
10-72-541 EQUIPMENT MAINTENANC	3075	FIRST CALL AUTO PARTS	2752-201302	GASKET	10/05/2023	41.41	41.41	11/16/2023
10-72-541 EQUIPMENT MAINTENANC	3075	FIRST CALL AUTO PARTS	2752-206266	HYD BRK ADPT	10/25/2023	4.18	4.18	11/16/2023
10-72-541 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	163548	CYLINDER	10/10/2023	515.06	515.06	11/16/2023
10-72-541 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	164706	FUEL FILTER	10/17/2023	123.85	123.85	11/16/2023
10-72-541 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	166013	FITTING ADAPTER	10/25/2023	13.46	13.46	11/16/2023
Total 10-72-541 EQUIPMENT MAINTENANCE:						6,244.71	6,244.71	

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<b>10-72-555 GAS/OIL/LUBRICANTS</b>								
10-72-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	852.10	852.10	11/16/2023
10-72-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-72-555 GAS/OIL/LUBRICANTS:						1,148.41	1,148.41	
<b>10-72-748 COMPUTER HARDWARE</b>								
10-72-748 COMPUTER HARDWARE	3435	DAN MARTIN	6100	IT CONSULTING	11/28/2023	168.00	168.00	12/06/2023
Total 10-72-748 COMPUTER HARDWARE:						168.00	168.00	
<b>10-72-750 VEHICLES</b>								
10-72-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	FIRE DEPT	11/01/2023	1,220.69	1,220.69	11/16/2023
Total 10-72-750 VEHICLES:						1,220.69	1,220.69	
<b>10-81-140 CLOTHING ALLOWANCE</b>								
10-81-140 CLOTHING ALLOWANCE	8332	CINTAS PHOENIX FIRE PROTE	1904333414	CLOTHING	10/10/2023	206.53	206.53	11/16/2023
10-81-140 CLOTHING ALLOWANCE	8332	CINTAS PHOENIX FIRE PROTE	4169727250	CLOTHING	10/04/2023	377.19	377.19	11/16/2023
10-81-140 CLOTHING ALLOWANCE	8332	CINTAS PHOENIX FIRE PROTE	4170420021	CLOTHING	10/11/2023	385.10	385.10	11/16/2023
10-81-140 CLOTHING ALLOWANCE	8332	CINTAS PHOENIX FIRE PROTE	4171123080	CLOTHING	10/18/2023	374.54	374.54	11/16/2023
10-81-140 CLOTHING ALLOWANCE	8332	CINTAS PHOENIX FIRE PROTE	4171844183	CLOTHING	10/25/2023	527.64	527.64	11/16/2023
Total 10-81-140 CLOTHING ALLOWANCE:						1,871.00	1,871.00	
<b>10-81-150 ASP LABOR</b>								
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01516523102	LABOR	11/06/2023	78.00	78.00	11/07/2023
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01522523112	LABOR	11/28/2023	96.00	96.00	11/29/2023
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01531552311	LABOR	11/14/2023	114.00	114.00	11/21/2023
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-08	LABOR	11/02/2023	15.00	15.00	11/07/2023
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-09	LABOR	11/14/2023	16.00	16.00	11/21/2023
10-81-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-10	FUEL CHARGE	11/24/2023	16.00	16.00	11/29/2023
Total 10-81-150 ASP LABOR:						335.00	335.00	
<b>10-81-302 GENERAL INSURANCE</b>								
10-81-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	944.07	944.07	11/29/2023
Total 10-81-302 GENERAL INSURANCE:						944.07	944.07	

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<b>10-81-310 TELEPHONE</b>								
10-81-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	71.24	71.24	11/16/2023
Total 10-81-310 TELEPHONE:						71.24	71.24	
<b>10-81-311 CELL PHONES &amp; AIR CARDS</b>								
10-81-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	4.63	4.63	11/29/2023
10-81-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	104.00	104.00	11/07/2023
Total 10-81-311 CELL PHONES & AIR CARDS:						108.63	108.63	
<b>10-81-312 WATER</b>								
10-81-312 WATER	4302	CITY OF SAFFORD	15.273.01/1031	SHOP	10/31/2023	382.98	382.98	11/16/2023
Total 10-81-312 WATER:						382.98	382.98	
<b>10-81-341 EQUIPMENT MAINTENANCE</b>								
10-81-341 EQUIPMENT MAINTENANC	3800	GOODMAN AG	21468S	CREDIT	10/24/2023	1.85-	1.85-	11/16/2023
10-81-341 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	163437	OIL FILTER	10/10/2023	71.43	71.43	11/16/2023
Total 10-81-341 EQUIPMENT MAINTENANCE:						69.58	69.58	
<b>10-81-342 BUILDING MAINTENANCE</b>								
10-81-342 BUILDING MAINTENANCE	3800	GOODMAN AG	21272S	PORT	10/16/2023	9.71	9.71	11/16/2023
Total 10-81-342 BUILDING MAINTENANCE:						9.71	9.71	
<b>10-81-343 BUILDING ADDITIONS</b>								
10-81-343 BUILDING ADDITIONS	2725	BUNGER STEEL INC	23116RF-IN	STEEL FRAME	11/27/2023	32,813.99	32,813.99	11/29/2023
Total 10-81-343 BUILDING ADDITIONS:						32,813.99	32,813.99	
<b>10-81-350 VEHICLE MAINTENANCE</b>								
10-81-350 VEHICLE MAINTENANCE	4183	HORNE FREEDOM FORD	112682	TOUCH UP PAINT	10/31/2023	18.71	18.71	11/21/2023
Total 10-81-350 VEHICLE MAINTENANCE:						18.71	18.71	
<b>10-81-533 SMALL TOOLS/HARDWARE</b>								
10-81-533 SMALL TOOLS/HARDWARE	5213	KIMBALL MIDWEST	101581776	WHEEL	10/26/2023	250.17	250.17	11/07/2023
10-81-533 SMALL TOOLS/HARDWARE	5363	LEE TOOLS LLC	5828	TOOLS	10/19/2023	752.69	752.69	11/07/2023
10-81-533 SMALL TOOLS/HARDWARE	5363	LEE TOOLS LLC	5988	TOOLS	10/26/2023	389.16	389.16	11/07/2023

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10-81-533 SMALL TOOLS/HARDWARE	5363	LEE TOOLS LLC	6124	SOCKET	11/02/2023	70.12	70.12	11/07/2023
10-81-533 SMALL TOOLS/HARDWARE	5363	LEE TOOLS LLC	6285	MAGNETIC SOCKET	11/09/2023	65.46	65.46	11/21/2023
10-81-533 SMALL TOOLS/HARDWARE	5533	MAC TOOLS	D 59540	BALL PEEN SET	10/03/2023	196.37	196.37	11/21/2023
10-81-533 SMALL TOOLS/HARDWARE	5533	MAC TOOLS	D 60417	DRIVER SET	11/14/2023	299.99	299.99	11/21/2023
10-81-533 SMALL TOOLS/HARDWARE	7232	SNAP ON TOOLS	10162316512	MISC TOOLS	10/16/2023	841.74	841.74	11/07/2023
10-81-533 SMALL TOOLS/HARDWARE	7232	SNAP ON TOOLS	10232316676	GAGE BLADE SET	10/23/2023	603.00	603.00	11/21/2023
Total 10-81-533 SMALL TOOLS/HARDWARE:						3,468.70	3,468.70	
<b>10-81-540 OFFICE SUPPLIES</b>								
10-81-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	.52	.52	11/21/2023
10-81-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	3.52	3.52	11/21/2023
Total 10-81-540 OFFICE SUPPLIES:						4.04	4.04	
<b>10-81-541 EQUIPMENT SUPPLIES</b>								
10-81-541 EQUIPMENT SUPPLIES	1252	AIRGAS USA, LLC	9143463540	SUPPLIES	10/18/2023	114.56	114.56	11/07/2023
10-81-541 EQUIPMENT SUPPLIES	7317	SOUTHWESTERN WYNN'S PRO	3154	MULTIPURPOSE GREASE	10/25/2023	150.57	150.57	11/07/2023
Total 10-81-541 EQUIPMENT SUPPLIES:						265.13	265.13	
<b>10-81-542 BLDG MATERIALS/SUPPLIES</b>								
10-81-542 BLDG MATERIALS/SUPPLIE	2830	C E S SAFFORD	SAF/050581	B330	11/14/2023	252.84	252.84	11/29/2023
Total 10-81-542 BLDG MATERIALS/SUPPLIES:						252.84	252.84	
<b>10-81-543 CLEANING SUPPLIES</b>								
10-81-543 CLEANING SUPPLIES	3075	FIRST CALL AUTO PARTS	2752-202623	FLOOR DRY	10/11/2023	29.45	29.45	11/16/2023
10-81-543 CLEANING SUPPLIES	3075	FIRST CALL AUTO PARTS	2752-204799	SHOP TOWELS	10/19/2023	64.25	64.25	11/16/2023
Total 10-81-543 CLEANING SUPPLIES:						93.70	93.70	
<b>10-81-555 GAS/OIL/LUBRICANTS</b>								
10-81-555 GAS/OIL/LUBRICANTS	3075	FIRST CALL AUTO PARTS	2752-204437	OCTANBST	10/17/2023	11.99	11.99	11/16/2023
10-81-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	1,077.90	1,077.90	11/16/2023
10-81-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-81-555 GAS/OIL/LUBRICANTS:						1,386.20	1,386.20	
<b>10-81-747 COMPUTER SOFTWARE</b>								
10-81-747 COMPUTER SOFTWARE	7232	SNAP ON TOOLS	10162316512	MISC TOOLS	10/16/2023	1,000.00	1,000.00	11/07/2023



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Total 10-81-747 COMPUTER SOFTWARE:						1,000.00	1,000.00	
<b>10-81-750 VEHICLES</b>								
10-81-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	SHOP-THATCHER	11/01/2023	642.15	642.15	11/16/2023
Total 10-81-750 VEHICLES:						642.15	642.15	
<b>10-84-150 ASP LABOR</b>								
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01516523102	LABOR	11/06/2023	.00	.00	
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01522523112	LABOR	11/28/2023	.00	.00	
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01531552311	LABOR	11/14/2023	.00	.00	
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-08	LABOR	11/02/2023	.00	.00	
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-09	LABOR	11/14/2023	.00	.00	
10-84-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-10	LABOR	11/24/2023	.00	.00	
Total 10-84-150 ASP LABOR:						.00	.00	
<b>10-84-302 GENERAL INSURANCE</b>								
10-84-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	1,577.15	1,577.15	11/29/2023
Total 10-84-302 GENERAL INSURANCE:						1,577.15	1,577.15	
<b>10-84-310 TELEPHONE</b>								
10-84-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	107.82	107.82	11/16/2023
Total 10-84-310 TELEPHONE:						107.82	107.82	
<b>10-84-311 CELL PHONES &amp; AIR CARDS</b>								
10-84-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	6.62	6.62	11/29/2023
10-84-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	148.87	148.87	11/07/2023
Total 10-84-311 CELL PHONES & AIR CARDS:						155.49	155.49	
<b>10-84-341 EQUIPMENT MAINTENANCE</b>								
10-84-341 EQUIPMENT MAINTENANC	4000	EMPIRE SOUTHWEST	EMPS6126912	KEY	10/03/2023	12.18	12.18	11/21/2023
10-84-341 EQUIPMENT MAINTENANC	4000	EMPIRE SOUTHWEST	EMPS6146694	FILTER A	10/20/2023	128.33	128.33	11/21/2023
10-84-341 EQUIPMENT MAINTENANC	4000	EMPIRE SOUTHWEST	EMPS6153240	ELEMENT KIT	10/26/2023	383.27	383.27	11/21/2023
10-84-341 EQUIPMENT MAINTENANC	4038	ENGLAND & SON	316757	FENDERS	10/17/2023	234.74	234.74	11/07/2023
10-84-341 EQUIPMENT MAINTENANC	3800	GOODMAN AG	21168S	FITTINGS	10/10/2023	34.80	34.80	11/16/2023

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Total 10-84-341 EQUIPMENT MAINTENANCE:						793.32	793.32	
<b>10-84-349 EQUIPMENT RENTALS</b>								
10-84-349 EQUIPMENT RENTALS	3145	CKC MATERIALS DIVISION	R-103123	ALLRED LN RENTAL	10/16/2023	1,316.25	1,316.25	11/21/2023
Total 10-84-349 EQUIPMENT RENTALS:						1,316.25	1,316.25	
<b>10-84-360 STREET MAINTENANCE</b>								
10-84-360 STREET MAINTENANCE	3145	CKC MATERIALS DIVISION	A-101623	ALLRED LN HOT MIX	10/16/2023	22,243.31	22,243.31	11/21/2023
10-84-360 STREET MAINTENANCE	3145	CKC MATERIALS DIVISION	C2023	REAY LN & 12TH ST CONCRET	10/31/2023	3,856.79	3,856.79	11/21/2023
10-84-360 STREET MAINTENANCE	3145	CKC MATERIALS DIVISION	T4719	ALLRED LN	10/31/2023	4,994.14	4,994.14	11/21/2023
10-84-360 STREET MAINTENANCE	3145	CKC MATERIALS DIVISION	T4719	12TH ST	10/31/2023	1,438.78	1,438.78	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96253	12TH ST	10/18/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96298	CONCRETE	10/24/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96317	CONCRETE	10/25/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96344	CONCRETE	10/26/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96401	CONCRETE	10/30/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96402	CONCRETE	10/30/2023	1,061.74	1,061.74	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	96408	CONCRETE	10/31/2023	1,769.56	1,769.56	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M54821	AB - ALLRED LN	10/02/2023	1,294.36	1,294.36	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M54940	AB - 12TH ST	10/16/2023	335.02	335.02	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M54948	AB - 12TH ST	10/17/2023	465.31	465.31	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M54990	AB - ALLRED LN	10/23/2023	994.41	994.41	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M55005	AB - ALLRED LN	10/24/2023	324.26	324.26	11/21/2023
10-84-360 STREET MAINTENANCE	7820	TRI COUNTY MATERIALS INC	M55016	AB - ALLRED LN	10/25/2023	951.24	951.24	11/21/2023
10-84-360 STREET MAINTENANCE	8365	WHITE CAP, L.P.	501165870147	ALLRED LANE-EXPANSION BOA	11/13/2023	2,795.91	2,795.91	11/29/2023
Total 10-84-360 STREET MAINTENANCE:						51,372.63	51,372.63	
<b>10-84-555 GAS/OIL/LUBRICANTS</b>								
10-84-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	2,002.14	2,002.14	11/16/2023
10-84-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-84-555 GAS/OIL/LUBRICANTS:						2,298.45	2,298.45	
<b>10-84-741 MACHINERY/EQUIPMENT</b>								
10-84-741 MACHINERY/EQUIPMENT	6025	NORTHERN TOOL & EQUIPMEN	548102657	GREASE PUMP	10/23/2023	1,319.26	1,319.26	11/07/2023
10-84-741 MACHINERY/EQUIPMENT	6025	NORTHERN TOOL & EQUIPMEN	548102988	DUMP KIT	10/23/2023	1,406.19	1,406.19	11/07/2023
10-84-741 MACHINERY/EQUIPMENT	7945	SENERGY PETROLEUM	414793367	FILL-RITE METER	09/25/2023	356.35	356.35	11/07/2023

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Total 10-84-741 MACHINERY/EQUIPMENT:						3,081.80	3,081.80	
<b>10-84-750 VEHICLES</b>								
10-84-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	STREETS - KAY	11/01/2023	788.95	788.95	11/16/2023
10-84-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	STREETS - FERRIN	11/01/2023	793.73	793.73	11/16/2023
10-84-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	STREETS - AJEMAN	11/01/2023	782.65	782.65	11/16/2023
Total 10-84-750 VEHICLES:						2,365.33	2,365.33	
<b>10-85-302 GENERAL INSURANCE</b>								
10-85-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	3,148.75	3,148.75	11/29/2023
Total 10-85-302 GENERAL INSURANCE:						3,148.75	3,148.75	
<b>10-85-310 TELEPHONE</b>								
10-85-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	142.47	142.47	11/16/2023
Total 10-85-310 TELEPHONE:						142.47	142.47	
<b>10-85-311 CELL PHONE &amp; AIR CARDS</b>								
10-85-311 CELL PHONE & AIR CARDS	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	7.99	7.99	11/29/2023
10-85-311 CELL PHONE & AIR CARDS	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	179.45	179.45	11/07/2023
Total 10-85-311 CELL PHONE & AIR CARDS:						187.44	187.44	
<b>10-85-344 PRINTING/ADVERTISING</b>								
10-85-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00002-0013	PRINTING & ADVERTISING	10/31/2023	42.50	42.50	11/07/2023
10-85-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00012-0000	PRINTING & ADVERTISING	10/31/2023	9.90	9.90	11/07/2023
Total 10-85-344 PRINTING/ADVERTISING:						52.40	52.40	
<b>10-85-505 TRAINING/MEETING/TRAVEL</b>								
10-85-505 TRAINING/MEETING/TRAVE	312	TOM PALMER	110623	OUT OF POCKET - HOTEL	11/06/2023	182.13	182.13	11/07/2023
Total 10-85-505 TRAINING/MEETING/TRAVEL:						182.13	182.13	
<b>10-85-540 OFFICE SUPPLIES</b>								
10-85-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	1.22	1.22	11/21/2023
10-85-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	8.22	8.22	11/21/2023

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Total 10-85-540 OFFICE SUPPLIES:						9.44	9.44	
<b>10-85-555 GAS/OIL/LUBRICANTS</b>								
10-85-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	363.87	363.87	11/16/2023
10-85-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023
Total 10-85-555 GAS/OIL/LUBRICANTS:						660.18	660.18	
<b>10-85-590 MISCELLANEOUS</b>								
10-85-590 MISCELLANEOUS	7855	TROPHIES 'N TEES	20221405	NAME PLATE	11/06/2023	39.28	39.28	11/16/2023
Total 10-85-590 MISCELLANEOUS:						39.28	39.28	
<b>10-85-748 COMPUTER HARDWARE</b>								
10-85-748 COMPUTER HARDWARE	2890	CARASOFT TECHNOLOGY CO	41726170	MICROSTATION SUBSCRIPTIO	11/10/2023	1,516.49	1,516.49	11/16/2023
Total 10-85-748 COMPUTER HARDWARE:						1,516.49	1,516.49	
<b>10-85-750 VEHICLES</b>								
10-85-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	COMMUNITY DEV - ALLRED	11/01/2023	680.53	680.53	11/16/2023
Total 10-85-750 VEHICLES:						680.53	680.53	
<b>10-87-852 PARK</b>								
10-87-852 PARK	2531	BORDER STATES ELECTRIC SU	9485210399	REC COMPLEX LIGHTING	11/02/2023	2,012.33	2,012.33	11/21/2023
10-87-852 PARK	2830	C E S SAFFORD	SAF/050605	REC COMPLE LIGHTING	11/17/2023	14,000.09	14,000.09	11/29/2023
10-87-852 PARK	7945	SENERGY PETROLEUM	SEN-673102	DYED ULSD #2	11/07/2023	807.51	807.51	11/16/2023
Total 10-87-852 PARK:						16,819.93	16,819.93	
<b>10-89-100 INFRASTRUCTURE - ONSITE</b>								
10-89-100 INFRASTRUCTURE - ONSIT	3294	CR ENGINEERS	4906	THATCHER SOCCER FIELDS	11/02/2023	10,922.12	10,922.12	11/07/2023
Total 10-89-100 INFRASTRUCTURE - ONSITE:						10,922.12	10,922.12	
<b>20-80-302 GENERAL INSURANCE</b>								
20-80-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	3,148.75	3,148.75	11/29/2023
Total 20-80-302 GENERAL INSURANCE:						3,148.75	3,148.75	

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<b>30-32-823 AZ OPIOID SETTLEMENT</b>								
30-32-823 AZ OPIOID SETTLEMENT	2320	CHASE CARD SERVICES	OCT2023	EXTREME CANOPY	11/01/2023	5,321.91	5,321.91	11/21/2023
Total 30-32-823 AZ OPIOID SETTLEMENT:						5,321.91	5,321.91	
<b>30-75-351 8TH STREET PRECONSTRUCTION</b>								
30-75-351 8TH STREET PRECONSTR	4047	EPS GROUP INC	23-0430.01-3	PROJECT 23-0430.01	11/20/2023	22,820.00	22,820.00	11/29/2023
Total 30-75-351 8TH STREET PRECONSTRUCTION:						22,820.00	22,820.00	
<b>45-83-302 GENERAL INSURANCE</b>								
45-83-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	6,297.49	6,297.49	11/29/2023
Total 45-83-302 GENERAL INSURANCE:						6,297.49	6,297.49	
<b>45-83-334 LANDFILL COSTS</b>								
45-83-334 LANDFILL COSTS	4302	CITY OF SAFFORD	1.432.01/10312	LANDFILL	10/31/2023	11,661.91	11,661.91	11/07/2023
45-83-334 LANDFILL COSTS	4302	CITY OF SAFFORD	1.570.01/10312	COMMUNITY PRIDE DAYS	10/31/2023	3,824.98	3,824.98	11/07/2023
Total 45-83-334 LANDFILL COSTS:						15,486.89	15,486.89	
<b>45-83-341 EQUIPMENT MAINTENANCE</b>								
45-83-341 EQUIPMENT MAINTENANC	3800	GOODMAN AG	21913S	FITTINGS	11/09/2023	122.90	122.90	11/16/2023
45-83-341 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	163750	FLANGE NUT	10/11/2023	75.61	75.61	11/16/2023
45-83-341 EQUIPMENT MAINTENANC	5530	MACK'S AUTO SUPPLY	164256	8M TXREEL	10/13/2023	142.96	142.96	11/16/2023
45-83-341 EQUIPMENT MAINTENANC	5529	MCNEILUS TRUCK & MFG. CO.	6064881	STRAP	10/19/2023	252.86	252.86	11/16/2023
45-83-341 EQUIPMENT MAINTENANC	7669	TOM'S SERVICE CENTER	1546	TIRES	10/11/2023	2,205.17	2,205.17	11/07/2023
Total 45-83-341 EQUIPMENT MAINTENANCE:						2,799.50	2,799.50	
<b>45-83-350 VEHICLE MAINTENANCE</b>								
45-83-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-200978	BATTERY	10/04/2023	677.63	677.63	11/16/2023
45-83-350 VEHICLE MAINTENANCE	3075	FIRST CALL AUTO PARTS	2752-201009	BATTERY	10/04/2023	98.20	98.20	11/16/2023
Total 45-83-350 VEHICLE MAINTENANCE:						775.83	775.83	
<b>45-83-555 GAS/OIL/LUBRICANTS</b>								
45-83-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	2,150.41	2,150.41	11/16/2023
45-83-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023

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Total 45-83-555 GAS/OIL/LUBRICANTS:						2,446.72	2,446.72	
<b>45-83-750 VEHICLES</b>								
45-83-750 VEHICLES	5526	RWC INTERNATIONAL, LTD	CTR041813	2022 1D92EGGB4MG791105	11/28/2023	418,034.00	418,034.00	11/29/2023
Total 45-83-750 VEHICLES:						418,034.00	418,034.00	
<b>50-86-150 ASP LABOR</b>								
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01516523102	LABOR	11/06/2023	.00	.00	
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01522523112	LABOR	11/28/2023	.00	.00	
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01531552311	LABOR	11/14/2023	.00	.00	
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-08	LABOR	11/02/2023	.00	.00	
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-09	LABOR	11/14/2023	.00	.00	
50-86-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-10	LABOR	11/24/2023	.00	.00	
Total 50-86-150 ASP LABOR:						.00	.00	
<b>50-86-302 GENERAL INSURANCE</b>								
50-86-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	9,446.24	9,446.24	11/29/2023
Total 50-86-302 GENERAL INSURANCE:						9,446.24	9,446.24	
<b>50-86-310 TELEPHONE</b>								
50-86-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	71.24	71.24	11/16/2023
Total 50-86-310 TELEPHONE:						71.24	71.24	
<b>50-86-311 CELL PHONES &amp; AIR CARDS</b>								
50-86-311 CELL PHONES & AIR CARD	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	1.36	1.36	11/29/2023
50-86-311 CELL PHONES & AIR CARD	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	30.59	30.59	11/07/2023
Total 50-86-311 CELL PHONES & AIR CARDS:						31.95	31.95	
<b>50-86-326 ATTORNEY</b>								
50-86-326 ATTORNEY	5667	MATT N. CLIFFORD, P.C.	NOV 2023	SEWER	11/06/2023	567.71	567.71	11/07/2023
Total 50-86-326 ATTORNEY:						567.71	567.71	
<b>50-86-333 LAB TESTING</b>								
50-86-333 LAB TESTING	5440	LEGEND TECHNICAL SERVICE	2316933	PROFESSIONAL SERVICES	10/31/2023	20.00	20.00	11/07/2023

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50-86-333 LAB TESTING	5440	LEGEND TECHNICAL SERVICE	2317753	PROFESSIONAL SERVICES	11/21/2023	675.00	675.00	11/29/2023
Total 50-86-333 LAB TESTING:						695.00	695.00	
<b>50-86-341 EQUIPMENT MAINTENANCE</b>								
50-86-341 EQUIPMENT MAINTENANC	3075	FIRST CALL AUTO PARTS	2752-204035	BATTERY	10/16/2023	313.40	313.40	11/16/2023
50-86-341 EQUIPMENT MAINTENANC	3800	GOODMAN AG	21466S	FITTINGS	10/24/2023	8.84	8.84	11/16/2023
Total 50-86-341 EQUIPMENT MAINTENANCE:						322.24	322.24	
<b>50-86-347 COMPUTER SOFTWARE SUPPORT</b>								
50-86-347 COMPUTER SOFTWARE S	2905	CASELLE, INC.	128278	SOFTWARE SUPPORT	11/01/2023	406.00	406.00	11/07/2023
Total 50-86-347 COMPUTER SOFTWARE SUPPORT:						406.00	406.00	
<b>50-86-370 LAGOON MAINTENANCE</b>								
50-86-370 LAGOON MAINTENANCE	7030	SCARBOROUGH SOLUTIONS G	15882	PUMP HEADWORKS	11/15/2023	275.00	275.00	11/29/2023
Total 50-86-370 LAGOON MAINTENANCE:						275.00	275.00	
<b>50-86-520 UTILITIY BILLS</b>								
50-86-520 UTILITIY BILLS	4184	FREEDOM MAILING SERVICES,	46539	OUTSOURCE BILLING	11/03/2023	161.29	161.29	11/16/2023
Total 50-86-520 UTILITIY BILLS:						161.29	161.29	
<b>50-86-537 HERBICIDES/PESTICIDES</b>								
50-86-537 HERBICIDES/PESTICIDES	4125	FERTIZONA - THATCHER, LLC	19042919	21-4-4	10/10/2023	1,662.96	1,662.96	11/16/2023
Total 50-86-537 HERBICIDES/PESTICIDES:						1,662.96	1,662.96	
<b>50-86-541 EQUIPMENT SUPPLIES</b>								
50-86-541 EQUIPMENT SUPPLIES	4125	FERTIZONA - THATCHER, LLC	19043098	HOSE CLAMP	10/25/2023	5.40	5.40	11/16/2023
50-86-541 EQUIPMENT SUPPLIES	4125	FERTIZONA - THATCHER, LLC	19043110	SPRAY HAND GUN	10/26/2023	10.66	10.66	11/16/2023
Total 50-86-541 EQUIPMENT SUPPLIES:						16.06	16.06	
<b>50-86-555 GAS/OIL/LUBRICANTS</b>								
50-86-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	687.55	687.55	11/16/2023
50-86-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023

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Total 50-86-555 GAS/OIL/LUBRICANTS:						983.86	983.86	
<b>50-86-741 MACHINERY/EQUIPMENT</b>								
50-86-741 MACHINERY/EQUIPMENT	4125	FERTIZONA - THATCHER, LLC	19043097	SHURFLO PUMP	10/25/2023	143.91	143.91	11/16/2023
Total 50-86-741 MACHINERY/EQUIPMENT:						143.91	143.91	
<b>50-86-748 COMPUTER SUPPORT</b>								
50-86-748 COMPUTER SUPPORT	3435	DAN MARTIN	6100	IT CONSULTING	11/28/2023	558.00	558.00	12/06/2023
Total 50-86-748 COMPUTER SUPPORT:						558.00	558.00	
<b>50-86-750 VEHICLES</b>								
50-86-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	SEWER- MINER	11/01/2023	786.68	786.68	11/16/2023
Total 50-86-750 VEHICLES:						786.68	786.68	
<b>55-33-800 OVERAGES/SHORTS</b>								
55-33-800 OVERAGES/SHORTS	6250	PETTY CASH	112123	SHORT	11/21/2023	.25	.25	11/29/2023
Total 55-33-800 OVERAGES/SHORTS:						.25	.25	
<b>55-88-150 ASP LABOR</b>								
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01516523102	LABOR	11/06/2023	.00	.00	
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01522523112	LABOR	11/28/2023	.00	.00	
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	S01531552311	LABOR	11/14/2023	.00	.00	
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-08	LABOR	11/02/2023	.00	.00	
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-09	LABOR	11/14/2023	.00	.00	
55-88-150 ASP LABOR	1930	ARIZONA STATE PRISON - SAF	TOT24-10	LABOR	11/24/2023	.00	.00	
Total 55-88-150 ASP LABOR:						.00	.00	
<b>55-88-302 GENERAL INSURANCE</b>								
55-88-302 GENERAL INSURANCE	1845	AZ MUNICIPAL RISK RETEN PO	40001487-1128	INSURANCE PREMIUM	11/28/2023	11,023.37	11,023.37	11/29/2023
Total 55-88-302 GENERAL INSURANCE:						11,023.37	11,023.37	
<b>55-88-310 TELEPHONE</b>								
55-88-310 TELEPHONE	8130	VALLEY TELECOM	33664002/1101	TELEPHONE	11/01/2023	211.77	211.77	11/16/2023



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Total 55-88-310 TELEPHONE:						211.77	211.77	
<b>55-88-311 CELL PHONES &amp; AIR PLUGS</b>								
55-88-311 CELL PHONES & AIR PLUG	7827	TRANSWORLD NETWORK COR	15679732-A6	INTERNET	11/16/2023	7.99	7.99	11/29/2023
55-88-311 CELL PHONES & AIR PLUG	8195	VERIZON WIRELESS	9947827992	AIR CARDS/CELL	10/26/2023	179.45	179.45	11/07/2023
Total 55-88-311 CELL PHONES & AIR PLUGS:						187.44	187.44	
<b>55-88-325 PROFESSIONAL/TECHNICAL SERVICE</b>								
55-88-325 PROFESSIONAL/TECHNICA	5235	K.R. SALINE & ASSOCIATES, PL	3304	CONSULTING SERVICES	11/13/2023	577.12	577.12	11/16/2023
Total 55-88-325 PROFESSIONAL/TECHNICAL SERVICE:						577.12	577.12	
<b>55-88-344 PRINTING/ADVERTISING</b>								
55-88-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00002-0013	PRINTING & ADVERTISING	10/31/2023	29.75	29.75	11/07/2023
55-88-344 PRINTING/ADVERTISING	5080	DOUBLE-R COMMUNICATIONS	78-00012-0000	PRINTING & ADVERTISING	10/31/2023	6.93	6.93	11/07/2023
55-88-344 PRINTING/ADVERTISING	8078	UPPER CASE PRINTING, INK	1084	UTILITY STOCK ORDER	11/03/2023	2,635.52	2,635.52	11/16/2023
Total 55-88-344 PRINTING/ADVERTISING:						2,672.20	2,672.20	
<b>55-88-347 COMPUTER SOFTWARE SUPPORT</b>								
55-88-347 COMPUTER SOFTWARE S	2905	CASELLE, INC.	128278	SOFTWARE SUPPORT	11/01/2023	406.00	406.00	11/07/2023
Total 55-88-347 COMPUTER SOFTWARE SUPPORT:						406.00	406.00	
<b>55-88-381 ELECTRICAL SYSTEM WHEELING</b>								
55-88-381 ELECTRICAL SYSTEM WHE	7355	ARIZONA ELECTRIC POWER C	OCTOBER, 20	TRANSMISSION SERVICES	11/09/2023	33,092.94	33,092.94	11/16/2023
55-88-381 ELECTRICAL SYSTEM WHE	4406	GRAHAM CO UTILITIES	OCTOBER 202	WHEELING	11/10/2023	81,381.00	81,381.00	11/16/2023
Total 55-88-381 ELECTRICAL SYSTEM WHEELING:						114,473.94	114,473.94	
<b>55-88-385 PURCHASE OF POWER</b>								
55-88-385 PURCHASE OF POWER	1885	ARIZONA POWER AUTHORITY	OY 2024-1037	PURCHASE OF POWER	11/01/2023	2,824.90	2,824.90	11/07/2023
55-88-385 PURCHASE OF POWER	2728	BUREAU OF RECLAMATION	91113464	ADVANCE FUNDS CONTRACT	11/15/2023	5,221.14	5,221.14	11/16/2023
55-88-385 PURCHASE OF POWER	7333	SOUTHWEST PUBLIC POWER	6256	MESQUITE CAPACITY CHARGE	10/30/2023	119,755.34	119,755.34	11/07/2023
55-88-385 PURCHASE OF POWER	7333	SOUTHWEST PUBLIC POWER	6373	MESQUITE CAPACITY CHARGE	11/27/2023	162,248.69	162,248.69	11/29/2023
55-88-385 PURCHASE OF POWER	7333	SOUTHWEST PUBLIC POWER	6374	POOLING PROJECT	11/27/2023	5,903.74	5,903.74	11/29/2023
55-88-385 PURCHASE OF POWER	8005	US DEPARTMENT OF ENERGY	1013682	PARKER DAVIS FIRM ELECTRIC	10/31/2023	6,433.78	6,433.78	11/16/2023
55-88-385 PURCHASE OF POWER	8005	US DEPARTMENT OF ENERGY	1013812	POINT TO POINT TRANSMISSIO	11/02/2023	352.63	352.63	11/07/2023
55-88-385 PURCHASE OF POWER	8005	US DEPARTMENT OF ENERGY	GG1229B1023	PURCHASE OF POWER	11/08/2023	1,551.39	1,551.39	11/16/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
55-88-385 PURCHASE OF POWER	8005	US DEPARTMENT OF ENERGY	JJPB1229A102	PURCHASE OF POWER	11/15/2023	2,607.09	2,607.09	11/16/2023
Total 55-88-385 PURCHASE OF POWER:						306,898.70	306,898.70	
<b>55-88-426 ATTORNEY</b>								
55-88-426 ATTORNEY	5667	MATT N. CLIFFORD, P.C.	NOV 2023	ELECTRIC	11/06/2023	453.97	453.97	11/07/2023
Total 55-88-426 ATTORNEY:						453.97	453.97	
<b>55-88-510 DUES/SUBSCRIPTIONS</b>								
55-88-510 DUES/SUBSCRIPTIONS	1600	ARIZ DEPT OF REVENUE	2024-179	TAX MODERNIZATION FEE	10/30/2023	4,326.69	4,326.69	11/07/2023
55-88-510 DUES/SUBSCRIPTIONS	4829	IRRIGATION & ELECTRICAL DIS	SI-142	ANNUAL DUES	11/27/2023	4,750.00	4,750.00	11/29/2023
Total 55-88-510 DUES/SUBSCRIPTIONS:						9,076.69	9,076.69	
<b>55-88-520 UTILITY BILLS</b>								
55-88-520 UTILITY BILLS	4184	FREEDOM MAILING SERVICES,	46539	OUTSOURCE BILLING	11/03/2023	161.30	161.30	11/16/2023
55-88-520 UTILITY BILLS	6052	ON LINE COLLECTIONS	206600000249	COMMISSION ON COLLECTED	11/01/2023	100.00	100.00	11/07/2023
Total 55-88-520 UTILITY BILLS:						261.30	261.30	
<b>55-88-535 POSTAGE</b>								
55-88-535 POSTAGE	4184	FREEDOM MAILING SERVICES,	46539	POSTAGE	11/03/2023	1,158.98	1,158.98	11/16/2023
Total 55-88-535 POSTAGE:						1,158.98	1,158.98	
<b>55-88-540 OFFICE SUPPLIES</b>								
55-88-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35586314	OFFICE SUPPLIES	11/08/2023	1.22	1.22	11/21/2023
55-88-540 OFFICE SUPPLIES	6520	QUILL CORPORATION	35587187	OFFICE SUPPLIES	11/08/2023	8.22	8.22	11/21/2023
Total 55-88-540 OFFICE SUPPLIES:						9.44	9.44	
<b>55-88-541 EQUIPMENT SUPPLIES</b>								
55-88-541 EQUIPMENT SUPPLIES	8120	UNITED RENTALS(N. AMERICA)	227166639	PAINT, INVERT GREEN SURVEY	11/14/2023	75.34	75.34	11/16/2023
55-88-541 EQUIPMENT SUPPLIES	8120	UNITED RENTALS(N. AMERICA)	227168853-00	PAINT, INVERT GREEN SURVEY	11/14/2023	75.34	75.34	11/29/2023
Total 55-88-541 EQUIPMENT SUPPLIES:						150.68	150.68	
<b>55-88-555 GAS/OIL/LUBRICANTS</b>								
55-88-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-673102	GAS/DIESEL	11/07/2023	1,102.77	1,102.77	11/16/2023
55-88-555 GAS/OIL/LUBRICANTS	7945	SENERGY PETROLEUM	SEN-674200	GAS/DIESEL	11/08/2023	296.31	296.31	11/29/2023

GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 55-88-555 GAS/OIL/LUBRICANTS:						1,399.08	1,399.08	
<b>55-88-748 COMPUTER SUPPORT</b>								
55-88-748 COMPUTER SUPPORT	3435	DAN MARTIN	6100	IT CONSULTING	11/28/2023	558.00	558.00	12/06/2023
Total 55-88-748 COMPUTER SUPPORT:						558.00	558.00	
<b>55-88-750 VEHICLES</b>								
55-88-750 VEHICLES	4042	ENTERPRISE FLEET MANAGEM	611935-110423	MANAGER	11/01/2023	1,202.04	1,202.04	11/16/2023
Total 55-88-750 VEHICLES:						1,202.04	1,202.04	
<b>55-88-760 NEW CONSTRUCTION-ELEC SYSTEM</b>								
55-88-760 NEW CONSTRUCTION-ELE	4406	GRAHAM CO UTILITIES	OCT 2023	OCT WORK ORDERS	11/10/2023	7,340.10	7,340.10	11/16/2023
Total 55-88-760 NEW CONSTRUCTION-ELEC SYSTEM:						7,340.10	7,340.10	
<b>55-88-782 METERS</b>								
55-88-782 METERS	8435	ZIA ELECTRICAL PRODUCTS	18759	GREEN/RED SEAL	11/08/2023	656.76	656.76	11/16/2023
Total 55-88-782 METERS:						656.76	656.76	
Grand Totals:						1,322,040.87	1,322,040.8	

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GL Account and Title	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

Vice Mayor: \_\_\_\_\_

Town Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Depty Clerk: \_\_\_\_\_

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

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# INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAFFORD, THE TOWN OF PIMA, AND THE TOWN OF THATCHER FOR JOINT MUNICIPAL COURT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 11th day of December 2023 by and between the City of Safford, an Arizona Municipal Corporation ("City"), the Town of Pima an Arizona Municipal Corporation and the Town of Thatcher, an Arizona Municipal Corporation. The Town of Pima and the Town of Thatcher may be referred collectively as the "Towns," and the City and the Towns may be referred to collectively as the "Parties."

## RECITALS

**WHEREAS**, the City and the Towns are required to establish a Municipal Court pursuant to A.R.S. section 22-402(A;) and

**WHEREAS**, the City of Safford and Town of Pima are currently not positioned to provide their own services; and

**WHEREAS**, pursuant A.R.S. section 22-402 (C) (1) a cities and towns may enter into an intergovernmental agreement to provide the services of a Municipal Court with another local government; and

**WHEREAS**, the City of Safford and the Town of Pima desire to have the Town of Thatcher Municipal Court preside over all municipal Court initial appearances and adjudicate over local court proceedings.

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Recitals
  - a. The Recitals set forth above are incorporated into the terms of this Agreement.
2. Purpose
  - a. The Purpose of this Agreement is to set forth the responsibilities of the parties for coverage by the Town of Thatcher for all Municipal court services of the City and The Town of Pima pursuant to Arizona Rules of criminal and civil procedures.
  - b. The court services shall be provided in a consolidated court that shall go by the name of the "GV Consolidated Municipal Court".

3. Terms:

This Agreement shall commence on January 1, 2024 and shall be recorded with the Graham County Recorder. The IGA shall terminate on December 31, 2026. This is the final extension period for this contract. If the Town of Thatcher does not agree to an extension, this Agreement shall terminate as to all three parties upon the then scheduled termination date of December 31, 2023. If both the City and the Town of Pima do not agree to an extension, this Agreement shall terminate as to all three parties upon the then scheduled termination date of this Agreement. If either the City or the Town of Pima (but not both) do not agree to an extension, this Agreement shall terminate as to the Party not agreeing to the extension, but shall be extended for the Town of Thatcher and the other Party agreeing to the extension.

Any modification of this IGA shall be by a formal written amendment and extension by the Parties hereto.

The Parties agree as follows:

The Town of Thatcher

- Will provided all the staffing required to operate the court.
- Will prepare and process all required paperwork in accordance with the AOC guidelines and the Supreme Court of Arizona.
- Will make quarterly payments to the City of Safford and Town of Pima for all fines collected on behalf of either the City of Safford or the Town of Pima.
- Thatcher will pay for all operation expenses of the court except for the prosecutor and the court appointed defense attorney for either the City of Safford or Town of Pima.
- The Town of Thatcher will compile the statistical information of the court and bill the City of Safford and the Town of Pima for their respective share of the operation expenses quarterly.
- Provide a Town Prosecutor to handle all Town of Thatcher citations into the court.
- Provide for any Court appointed Defense Attorney needs according to State Statute for Town of Thatcher cases.

The City of Safford

- Will provide the building to house the court
- Provide a City prosecutor to handle all City of Safford citations into the court
- Pay its share of the operation cost based on court activities
- Be responsible for all capital maintenance and repairs to the building
- Provide for all general cleaning upkeep of the surrounding grounds
- Provide for any Court appointed Defense Attorney needs according to State Statute for City of Safford cases.

The Town of Pima

- Pay its share of the operation cost based on court activities
- Provide a Town Prosecutor to handle all Town of Pima citations into the court
- Pay for any Court appointed Town Defense Attorney needs according to State Statute for Town of Pima cases.

4. Indemnification.

- a. To the extent permitted by law, the City of Safford shall indemnify and hold harmless the Town of Thatcher and the Town of Pima, their officials, officers, employees and agents and shall defend same against all claims for loss, damage or injury to the extent caused by the negligence or intentional acts or omissions of the City or any of its officials, officers, agents and/or employees in connection with this Agreement. The City's obligation to indemnify under this paragraph shall survive termination of this Agreement. The City shall have no obligation under this Section for loss, damage or injury to the extent caused by the Town of Thatcher or Town of Pima or any officers, officials, employees or agents.
- b. To the extent permitted by law, the Town of Thatcher shall indemnify and hold harmless the City of Safford and the Town of Pima, their members, directors, officers, employees, and agents, and shall defend same against all claims for loss, damage or injury to the extent caused by the negligent or intentional acts or omissions of the Town or any of its officers, agents, or employees. The Town's obligation to indemnify under this paragraph shall survive termination of this agreement. The Town shall have no obligation under this Section for loss, damage or injury to the extent caused by the City of Safford or the Town of Pima or any officers, officials, employees or agents.

- c. To the extent permitted by law, the Town of Pima shall indemnify and hold harmless the City of Safford and Town of Thatcher, their members, directors, officers, employees, and agents, and shall defend same against all claims for loss, damage or injury to the extent caused by the negligent or intentional acts or omissions of the Town or any of its officers, agents, or employees. The Town's obligation to indemnify under this paragraph shall survive termination of this agreement. The Town shall have no obligation under this Section for loss, damage or injury to the extent caused by the City of Safford or the Town of Thatcher or any officers, officials, employees or agents.

5. Insurance.

- a. Each Party shall make available to the other parties its insurance information, including but not limited to verification of coverage, general liability insurance in the minimum amount of \$1,000,000 per occurrence, to the other upon request of the other Party. Each Party shall provide the other parties with a copy of its certification of insurance immediately upon execution of this Agreement. All policies shall contain an endorsement providing that written notice is given to the other at least 30 days prior to termination, cancellation, or reduction in coverage in any policy.

6. Compliance with Applicable Legal Authorities.

- a. The Parties shall each be responsible for their respective compliance with all applicable requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

7. Workers' Compensation Coverage.

- a. The City of Safford and Town of Pima have no employees and no employee of either shall be construed to be an employee of the Town of Thatcher. The City/Towns shall comply with the notice provisions of Arizona Revised Statutes, Section 23-1022(E). For purposes of Arizona Revised Statutes, Section 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the incident command protocol in place, and said Party shall have the sole responsibility for the payment of workers' compensation benefits or other fringe benefits of said employees.



8. No Partnership.

- a. This Agreement shall not be construed to create any partnership, joint venture, or employment relationship between the parties or any employee of the parties.
- b. Parties shall not be responsible for any debts, obligations, accounts or liabilities of the other Party. This Agreement shall not be construed to release any jurisdictional responsibility of any Party.

9. Binding Effect.

- a. This Agreement shall be binding upon and enforceable by the parties, their heirs, executors, administrators, personal representatives, successors, successors in interest, and assignees.

10. Amendments.

- a. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by all parties hereto.

11. Paragraph Headings.

- a. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended in any way to affect, control or limit the meaning or application of any such paragraph.

12. Interpretations.

- a. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.

13. Entire Agreement.

- a. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them or by any person acting for or on their behalf, which are not fully and completely set forth herein.

14. Construction.

- a. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.

15. Severability.

- a. This is the entire agreement between the Parties. If any portion of this Agreement is held to be invalid or unenforceable, such portions shall be null and void. The remainder of this Agreement shall continue in full force and effect.

16. Governing Law.

- a. This Agreement shall be construed and enforced in accordance with, and shall be governed by the laws of the State of Arizona, in effect from time to time. Jurisdiction and venue shall be in Graham County, Arizona.

17. Jurisdiction.

- a. Nothing in this Agreement shall be construed as limiting or extending legal jurisdiction of the other parties. Nothing in this Agreement is intended to confer any right or remedy to any person or entity not a party to this Agreement.

18. Authority.

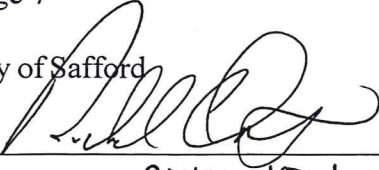
- a. Each Party has approved this Agreement by official act of its governing body. It has authorized execution of this Agreement and all acts are necessary or reasonably required to carry out its purposes.

19. Attorney Fees and Costs.

- a. Should it become necessary to retain legal counsel to enforce any provision of this Agreement, The Parties hereto agree that the prevailing Party shall be entitled to the award of reasonable attorney's fees and other costs.

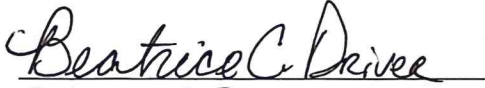
City of Safford

By: \_\_\_\_\_



Richard Ortega, Vice Mayor

ATTEST:



Beatrice C. Driver, City Clerk

Town of Thatcher

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

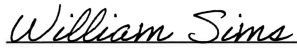
Town of Pima

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

The foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes §11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.



Attorney for City of Safford

\_\_\_\_\_  
Attorney of Town of Thatcher

\_\_\_\_\_  
Attorney for Town of Pima

**AEPCO MSA Resale Agreement**

**between**

**Southwest Public Power Agency**

**and**

**Participants**

This AEPCO MSA Resale Agreement (“Agreement”) is made this 18<sup>th</sup> day of December, 2023, (the “Effective Date”) by and among Southwest Public Power Agency (hereinafter “SPPA”), a political subdivision of the State of Arizona, organized and existing under the laws of the State of Arizona, including particularly the Act, and the other Persons that executed this Agreement as of the Effective Date or that become a party hereto thereafter (hereinafter “Participants” or, at times, individually as “Participant”). SPPA and Participants hereinafter referred to collectively as “Parties” or, at times, individually as “Party”.

**WITNESSETH:**

**WHEREAS**, SPPA consists of members (“Members”) which are (i) governmental entities organized and existing under the laws of the State of Arizona, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

**WHEREAS**, SPPA is authorized under Sections 2(n) and 4 of its IGA to contract with its Members to establish projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and related products for its Members; and

**WHEREAS**, SPPA and its Members have established SPPA Project Contract 2023-1, the AEPCO MSA Project, dated [date], (the “Project Agreement”) which authorizes SPPA to enter into the AEPCO Metered Sub-System Agreement between Arizona Electric Power Cooperative, INC. and Southwest Public Power Agency, Inc., (the “AMSA”) to manage metered sub-system services on behalf of the Project members until the members contract individually with AEPCO for these AMS services in the future, no later than September 30, 2024; and

**WHEREAS**, SPPA is authorized by Section 5(b) of the IGA to allow eligible non-member entities to participate in such Projects (Members and such nonmember entities participating in Projects to be referred to collectively as “Participants”); and

**WHEREAS**, Participants own and operate retail electric systems directly or indirectly interconnected with the AEPCO transmission system and each of the Project Members is required to procure from AEPCO services for maintaining a balance between load and resources within the sub-system; and

**WHEREAS**, Participants are authorized under the laws of the State of Arizona to contract to buy from SPPA AMS Services as defined in the AMSA to meet a Participant's present and future requirements; and

**WHEREAS**, this Agreement is intended to enable SPPA to pass through to the Participants their individual benefits and obligations AMSA, such that neither SPPA nor Participants obtain a benefit or incur a burden or obligation due to a drafting or other difference between this Agreement and the AMSA; and.

**WHEREAS**, this Agreement is a short-term agreement and not intended to impose obligations on SPPA members who are non-Participants.

**NOW, THEREFORE**, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

#### **ARTICLE ONE: DEFINITIONS**

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the AMSA or the SPPA Project Contract 2023-. Any definitions from the AMSA (whether explicitly defined herein or not) shall automatically reflect the definitions from the AMSA as it may be amended from time to time.

Act means A.R.S. Section 11-952, as amended, and all laws amendatory or supplemental thereto.

Agreement means this AMSA Resale Agreement between Participants and SPPA.

AMSA means the AEPCO Metered Sub-System Agreement between Arizona Electric Power Cooperative, Inc. and Southwest Public Power Agency, Inc., as amended from time to time.

AMSA Payment Reserve Account means the segregated account opened and maintained by SPPA to hold Participants ASMA Payment Reserve Accounts. Accrued interest shall be attributed to Participants pro rata based on their AMSA Payment Reserve Amounts.

AMSA Payment Reserve Amount means the amount of security a Participant is required to deposit with SPPA, which is listed in Schedule 4.1.

AMS Services shall have the meaning set forth in the AMSA.

Business Day means any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by the Federal Reserve.

Effective Date means the date as of which this Agreement has been executed by

SPPA and the initial Participants, as reflected on the signature page(s). For new Participants after the original Effective Date, the Effective Date will be the date when both the new Participant and SPPA have executed the form of Participation Agreement attached as Exhibit A.

Energy means electricity, measured in kWh or MWh, as the case may be.

Event of Default shall have the meaning assigned to it in Section 11.1.

FERC means the Federal Energy Regulatory Commission, or its successor in function.

Governmental Authority means (a) any supranational, federal, state, local, municipal, tribal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power. Governmental Authority does not include SPPA or the Participants.

IGA means the Intergovernmental Agreement among SPPA's members dated July 31, 2014, which caused SPPA to be created.

Members means all members of SPPA, who are party to the IGA.

NERC means the North American Electric Reliability Corporation.

Participant means each SPPA Pool Participant that (i) has agreed to participate in this Project by executing the AEPCO MSA Project Agreement as of the Effective Date thereof (or for new Participants after the Effective Date, by executing a form of Participation Agreement attached thereto as Exhibit A); and (ii) has executed this Agreement as of the Effective Date hereof (or for new Participants after the Effective Date, that have executed a form of Participant Agreement attached hereto as Exhibit A), and in each case its permitted successors and assigns.

Participant Share means the costs and benefits, including but not limited to AMS Services, associated with the AMSA allocated by SPPA to a Participant on a monthly basis.

Participant Percentage means the percentage share of weighted vote set in Exhibit A of the Project Agreement.

Participation Agreement means an agreement signed by SPPA and a new Participant after the Effective Date of this Agreement, whereby such entity becomes a new Participant. A form of Participation Agreement is attached as Exhibit A.

Payment Default shall have the meaning assigned to it in Section 11.1(a).

Person means an individual, a corporation, a partnership, a limited liability

company, a tribal entity, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

Pool Agreement means the September 1, 2014 SPPA Project Agreement for the SPPA Pool among SPPA and certain of its Members, pursuant to which SPPA acquires and manages resources for the benefit of the SPPA Pool, as such agreement may be amended from time to time.

Project means the AEPCO MSA Project set forth in SPPA Project Contract 2023-1.

Project Agreement means the SPPA Project Contract 2023-1, the AEPCO MSA Project, as amended from time to time.

Project Costs include all costs assessed by AEPCO to SPPA with respect to the Project, to be passed through to the applicable Project Member(s). To the extent that Project Costs are incurred on behalf of one Project Member or a subset of Project Members, such costs will be allocated directly to that Project Member or subset of Project Members without mark-up or surcharge.

Project Administrative Costs are SPPA's administrative and other reasonable costs associated with its management of the AMSA (which shall include an allocable share of SPPA's general costs of providing services that are not directly assignable to any given project, including, the costs incurred by SPPA for the work or time of personnel or contractors working on the Project and legal costs attributable to the Project.

SPPA means the Southwest Public Power Agency, Inc. and its permitted successors and assigns. SPPA is a political subdivision of the State of Arizona created pursuant to the IGA, under the authority granted under the Act.

SPPA Energy Management Agreement means the September 5, 2018 Amended and Restated Energy Management Agreement between SPPA and Arizona Electric Cooperative ("AEPCO"), as that agreement may be amended from time to time.

SPPA Pool means the power pool created by SPPA and some of its Members under Pool Agreement as such agreement may be amended from time to time.

SPPA Pool Participant means the parties, other than SPPA, to the Pool Agreement.

Term means the period in which this Agreement is in effect as set forth in Article Two.

Tribal Participant means a Participant that is a tribal utility of its respective Indian Tribe, Nation, and/or Community.

WALC means the Western Area Lower Colorado.

## **ARTICLE TWO: TERM**

2.1 Term. This Agreement shall be effective and binding upon execution by the Parties as reflected on the signature page(s) below (or for later joining Parties, upon the date of execution of the form of Participation Agreement attached as Exhibit A), and (absent earlier termination as permitted hereunder) shall continue in effect until termination of the Project.

- (a) Member Terminations. Except as provided herein, the participation of individual Participants may not be terminated.
- (b) SPPA and Participants agree that SPPA may terminate the Agreement as to an individual Participant in the event that such Participant is in default on its obligations to SPPA, pursuant to the provisions of Article Eleven. Because time is of the essence, SPPA shall not require any further authorization from Participants to take such action if such an Event of Default occurs.

## **ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS**

3.1 Minimum Execution Level. SPPA is authorized to execute the AMSA upon SPPA's receipt of an executed version of this Agreement by each initial Participant. Participants agree that the execution of this Agreement or a Participation Agreement shall be deemed Participant's full consent and agreement that SPPA may execute the AMSA

3.2 SPPA Management. SPPA will manage the AMSA for the benefit of the Participants. SPPA's or its designated Administrative and Scheduling Agent will schedule and dispatch the resource pursuant to the terms of the Pool Agreement and the SPPA Energy Management Agreement.

## **ARTICLE FOUR: PAYMENT OBLIGATIONS**

4.1 SPPA shall manage each Participant's obligations under the AMSA, including requirements to purchase AMS Services as applicable. Subject to and in accordance with the terms and conditions of this Agreement during the contract Term, SPPA shall purchase from AEPCO all AMS Services required by the terms of the AMSA and make such AMS Services available to the applicable Participant(s), and Participant(s) shall purchase from SPPA and pay for all AMS Services purchased by SPPA, as and when designated by SPPA as due or payable, in accordance with this Agreement, to be scheduled in accordance with the provisions of the Pool Agreement as applicable. It is the intent of SPPA and the Participants that each Participant's Participant Share accruing to SPPA under the AMSA shall be flowed through to the Participant pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the AMSA, the terms of the AMSA shall prevail and Parties shall look to the terms of the AMSA to resolve such conflict.

4.2 Cost Responsibility. Each Participant will pay its allocable share (as determined pursuant to this Article Four) of (a) Project Costs, (b) any other charges SPPA



incurs under or in connection with the AMSA, including but not limited to collateral requirements, and (c) Project Administrative Costs. Participant's obligation to pay for its allocable share of such costs shall be paid in accordance with Sections 4.3, 4.4 and 4.5 and shall continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the AMS Services, or the taking of any action permitted by the AMSA such as payment of damages, posting collateral or the computation of a settlement amount due from SPPA. The provisions that follow are intended to implement, but not to narrow, this intention.

4.3 AMSA Payment Reserve Account. SPPA may establish an AMSA Payment Reserve Account for AMS Services. The AMSA Payment Reserve Account will be a segregated and dedicated SPPA fund, and amounts in the AMSA Payment Reserve Account may only be used by SPPA to make payments to AEPCO or SPPA that are due and payable pursuant to the AMSA, Project Agreement, and this Resale Agreement. Each Participant shall deliver to SPPA its AMSA Payment Reserve Amount before SPPA executes the AMSA, or within 30 days of the AMSA Payment Reserve Amount being set if no amount is imposed by AEPCO or SPPA at time of execution of the AMSA. SPPA may only use a Participant's AMSA Payment Reserve Amount to pay that Participant's invoiced Project Costs and Project Administrative Costs, unless Participants otherwise agree. When the AMSA terminates and all obligations have been satisfied, all Non-Defaulting Participants shall receive their AMSA Payment Reserve Amount back. Interest accrued in the AMSA Payment Reserve Account shall be distributed to participants pro-rata by deposits. A Defaulting Participant will receive the amount of its share of the AMSA Payment Reserve Account that remains, if any, after its obligations under this Agreement are satisfied including any costs incurred by SPPA due to Participant's default.

4.4 AMSA Payment Reserve Amount. If there are updates or changes to the collateral requirement imposed by AEPCO under the AMSA, or SPPA imposes additional collateral requirements on Participants, SPPA shall adjust each Participant's AMSA Payment Reserve Amount accordingly by updating Schedule 4.1. Participants shall then pay any additional amount required or SPPA shall refund any excess amounts to Participants. If SPPA uses a Participant's AMSA Payment Reserve Amount to satisfy a Participant's obligations under this Agreement, the Participant shall be required to replenish that amount within 10 days of SPPA providing notice to the Participant of the use of the AMSA Payment Reserve Amount.

4.5 Payment Obligation. It is the Parties' intention that each Participant will be responsible for all payment obligations SPPA incurs in connection with the AMSA on such Participant's behalf, as well as SPPA's administrative and other reasonable costs associated with its management of the AMSA (which shall include an allocable share of SPPA's general costs of providing services that are not directly assignable to any given project). SPPA shall invoice each Participant monthly all of SPPA's forecasted costs for each Participant related to the AMSA and Participant shall pay its invoice. SPPA's invoicing procedures will be as follows:

- (a) On or before the 25th of the month, SPPA will issue an invoice to each Participant the estimated Project Costs and Administrative Costs SPPA

expects to incur in connection with the AMSA for the following month. Participant acknowledges that initial invoices from SPPA shall be premised on forecasts and notional amounts that may vary from actual amount. Each Participant agrees that such invoices shall reflect estimates of all SPPA costs associated with the AMSA for the applicable month and that Participant will pay such invoices notwithstanding the use of forecasts and estimates.

- (b) On or before the 10<sup>th</sup> day of each month (or the next Business Day if the 10<sup>th</sup> day of the Service Month is not a Business Day), the Participant shall pay SPPA in accordance with SPPA's payment instructions no less than the amount SPPA invoiced the Participant in accordance with Section 4.9(a). In addition to any other action SPPA may take with respect to a late payment, SPPA shall assess interest on all amounts not received by SPPA before the payment due date established by this Section 4.5(a). Interest shall accrue at the Contract Interest Rate over the actual number of days elapsed from the payment due date to the date such amounts are paid.
- (c) Project Administrative Costs will be allocated by Participant Percentage across Participants each month unless Participants and SPPA otherwise agree as appropriate.
- (d) Upon receipt of final invoices for all costs associated with the month, SPPA shall compare Participant's actual Project Costs and Project Administrative Costs with the estimated amount SPPA invoiced Participant pursuant to Section 4.5(a). Any overpayments by Participant shall be credited on the next invoice provided to Participant, and any underpayments shall be added to the next invoice provided to Participant. If, pursuant to the AMSA, SPPA receives any refund (as opposed to credits against its monthly bills, which will simply reduce SPPA's costs to be passed through to Participant hereunder) of any of its costs, it shall promptly credit Participant on Participant's next monthly bill an allocable share of such refund based on the same methodology or billing determinant(s) that were originally used to collect from Participant the charges to which the refund relates; provided that if a Participant is in breach or default of its obligations under this Agreement, SPPA may deposit such refund amounts in the AMSA Payment Reserve Account for use as permitted hereunder until such time as Participant cures such breach or default.

4.6 Reserved.

## **ARTICLE FIVE: DISPUTES REGARDING BILLING AND PAYMENTS**

5.1 Disputes. If Participant disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to SPPA. Any such protest shall be subject to the limitations set forth in Section 5.2. When any dispute regarding payment is resolved, any

refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

5.2 Restriction on Challenges. If a Participant questions or disputes the correctness of any invoice submitted to it by SPPA, the Participant shall nonetheless make any payment to SPPA as reflected on the invoice when due. The Participant may request an explanation of any amounts due to or from SPPA as soon as practicable, but in no event later than three (3) months of the receipt of such billing statement (or, if earlier, two months prior to any deadline for billing challenges under any AMS Services that are involved in the disputed invoice). SPPA shall review the relevant invoice. If the bill is determined to be incorrect, SPPA shall issue corrected invoices and make all payment adjustments with affected Participants as necessary to correct the error. No interest shall apply to such adjusted amounts. If SPPA and the Participant fail to agree on the correctness of a bill within thirty (30) days after the explanation has been requested, such dispute shall be resolved pursuant to Article Ten herein.

5.3 Unconditional Nature of Payment Obligation. All amounts payable by Participant under this Agreement shall be due irrespective of the actual availability of Product, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of SPPA or any other person under this Agreement or any other agreement for any cause whatsoever.

## **ARTICLE SIX: OTHER AMSA OBLIGATIONS**

6.1 Technical Obligations. The AMSA consolidates existing obligations between Participants and AEPCO or between Participants and WALC regarding the management of their interconnections with AEPCO or WALC, compliance with NERC or other reliability obligations, metering and communications.

6.2 Participant Compliance. Except where responsibilities for such obligations are specifically assigned to SPPA, Participants shall continue to perform those obligations in coordination with AEPCO or WALC.

## **ARTICLE SEVEN: INFORMATION REGARDING PROJECT**

7.1 SPPA Budgets. SPPA's annual budget will include allocations to the AEPCO MSA Project which is the subject of SPPA Project Contract No. 2023-1. Participants shall have the right to review and have input on the SPPA budget via the SPPA Board of Directors.

## **ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION**

8.1 The Participants shall, severally and not jointly, indemnify and hold SPPA and SPPA's directors, officers, attorneys, employees, subcontractors, agents and assigns harmless for, from and against any and all liability (including third-party claims, losses, damages, attorneys' fees, and litigation costs) that SPPA may sustain or suffer as a result of performance by SPPA or SPPA's agent of SPPA's obligations under this Agreement.

Such indemnity shall not apply (i) to the extent such liability is covered by insurance, and/or (ii) if and to the extent that such liability was caused directly or indirectly by the fraud, gross negligence, willful misconduct, or breach of obligation under this Agreement of SPPA or SPPA's agent; provided, however, that, notwithstanding such exclusion, such indemnity shall apply if and to the extent that the conduct of SPPA or SPPA's agent that would otherwise give rise to such exclusion was undertaken specifically at the express direction of the SPPA Board of Directors or applicable SPPA Committee and was reasonably necessary in order to carry out such direction.

8.2 If a customer of a Participant makes a claim or brings an action against one or more of the other Participants for any death, injury, loss, or damage arising out of or in connection with this Agreement, the Participant whose customer is making the claim shall indemnify and hold harmless SPPA and the other Participants and their directors, officers, attorneys, employees, subcontractors, agents and assigns from and against any liability for such death, injury, loss, or damage, unless such claim or action arises from the gross negligence or willful misconduct of SPPA, SPPA's agent, or the other Participant(s).

#### **ARTICLE NINE: ASSIGNMENT**

9.1 Assignment. This AMSA Resale Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the Parties; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Participant except with the consent, in writing, (a) of SPPA, which consent shall not be unreasonably withheld, and (b) if and as necessary, of AEPCO. SPPA shall not assign this Agreement. Any Person taking assignment of this Agreement from a Participant shall agree in writing to be bound by the provisions of this Agreement, and as a condition to such assignment shall fund its applicable AMSA Payment Reserve Amount on or before the date of such assignment.

9.2 Timing of Transfer of Funds. Notwithstanding anything to the contrary herein, no assigning Participant (a) shall be relieved of its obligations hereunder, (b) shall be entitled to receive any remaining amount of its AMSA Payment Reserve Amount, or (c) shall be entitled to a return of any of its posted security, in each such case, until the assignee(s) of such assigning Participant has fully funded its share of the AMSA Payment Reserve Amount and provided any posted security that is required of any assignee Participant.

#### **ARTICLE TEN: DISPUTE RESOLUTION**

10.1 Any controversy between or among two or more of the Parties hereto, arising out of or relating to this Agreement, or any breach hereof or default hereunder, may be submitted to binding arbitration upon agreement of the Parties in the dispute, or otherwise may be resolved in any court of competent jurisdiction. (subject to Section 10.4 if any Tribal Participants are parties to the dispute). Provided, however, that no Party shall seek to arbitrate or litigate a controversy between or among the Parties without the Party's most senior executive first attempting in good faith to resolve the dispute with the most senior executive(s) of the other Party(ies) involved in the dispute. Such executives shall

decide, within ten (10) Business Days of a written notice of the dispute, the maximum period during which they will attempt to resolve the dispute before any Parties may initiate arbitration or litigation. If such executives fail for any reason to agree upon a maximum period during which they will attempt to resolve the controversy, then the maximum period shall end forty-five (45) days after the written notice of dispute.

10.2 EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN OR AMONG TWO OR MORE OF THE PARTIES TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

10.3 The prevailing Party(ies) shall be entitled to recover from the opposing Party(ies) involved in any litigation hereunder the prevailing Party's reasonable attorneys' fees and costs (including reasonable expert witness fees) incurred in connection with such litigation.

10.4 The Participants acknowledge that certain of the Participants are Tribal Participants. The following provisions will apply if one of the Parties to a dispute is a Tribal Participant.

- (a) Each Tribal Participant irrevocably waives its sovereign immunity for the limited purposes of any action or arbitration (i) arising out of or pertaining to this Agreement, (ii) enforcing any agreement to arbitrate a dispute pursuant to Article Ten, and (iii) enforcing any arbitration award rendered in an arbitration. Each limited waiver provided herein shall be authorized pursuant to a resolution (copies of which shall be included in Exhibit B hereto) from either (y) the governing body of the Tribal Participant if duly authorized to waive its sovereign immunity without the approval or consent from its associated Indian Tribe, Nation or Community or (z) the governing body of the Indian Tribe, Nation or Community that is associated with the Tribal Participant if the Tribal Participant is not independently authorized to waive its sovereign immunity. Each Tribal Participant further agrees that it will not raise failure to exhaust federal administrative or tribal administrative or judicial remedies as a defense to any such action. The waivers provided herein are limited to actions filed in the United States District Court for the District of Arizona, and appropriate appellate review, if and to the extent that jurisdiction is otherwise proper in those courts. If jurisdiction is not proper in the above-listed courts, then such waivers shall extend to actions filed in the courts of the State of Arizona and appropriate appellate review of such courts. If such federal and state courts are finally determined not to have jurisdiction over such action, then the waivers shall

extend to actions filed in any court of competent jurisdiction. With respect to actions filed as specified above in a court of the State of Arizona, venue shall be exclusively in the Maricopa County, Arizona, Superior Court. The limited waivers provided herein apply only to Tribal Participants and shall not, under any circumstances, be interpreted, construed or extended to include any sovereign immunity rights independently or separately held by an Indian Tribe, Nation or Community that is associated with a Tribal Participant.

- (b) The limited waivers set forth in this Section 10.4 shall apply to the enforcement of any agreement to arbitrate under this Agreement, including a pre-arbitration injunction, pre-arbitration attachment, other order in aid of arbitration proceedings, or the enforcement of any award in arbitration, or orders or judgments in litigation. However, the remedies rendered in any such arbitration or litigation shall be limited to specific performance of this Agreement or money damages. The court or arbitrator shall have the authority to order execution against (a) any assets or revenues of the Tribal Participant, including without limitation all revenues of such Tribal Participant, excluding all realty owned by the Tribal Participant upon which any assets of such Tribal Participant are located, and (b) proceeds of any applicable insurance policies maintained by the Tribal Participant. In no instance shall any enforcement be allowed against any assets of an Indian Tribe, Nation or Community that is associated with a Tribal Participant, other than the limited assets of the Tribal Participant set forth in this Section.

10.5 In no event shall any Party be liable to any other Party for indirect, special, consequential or exemplary damages arising out of or in any way related to this Agreement.

10.6 Agency Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

## **ARTICLE ELEVEN: DEFAULT AND REMEDIES**

11.1 Events of Default. The following shall be Events of Default under this Agreement:

- (a) The failure of Participant to make a payment when due under this Agreement, including to timely pay any invoice or post any required security under this Agreement (in each such case, a “Payment Default”); or
- (b) The failure of Participant to take any action required under this Agreement or as reasonably requested by SPPA under this Agreement or in furtherance of SPPA’s obligations under the AMSA; or

- (c) Assignment of this Agreement by Participant, other than as permitted pursuant to Article Nine or any other action or omission by Participant that would cause SPPA to be in breach of any provision of the AMSA; or
- (d) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; provided, however, that if such default cannot be cured within such 60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or
- (e) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies for Payment Default. In addition to any other available remedy for default, in the event of a Participant Payment Default, the following provisions shall apply:

- (a) If a Participant does not timely pay an invoice in accordance with Section 4.5(b), a Payment Default by such Participant shall be deemed to have occurred as of the day after such invoice was due and payable and SPPA shall promptly send notice to the defaulting Participant of such Payment Default.
- (b) Following SPPA's declaration of a Payment Default, SPPA may use that Participant's AMSA Payment Reserve Amount to pay when due the Participant's share of any invoice SPPA has received for the Product. When SPPA uses a Participant's AMSA Payment Reserve Amount to pay a Participant's share of an invoice rendered to SPPA pursuant to the AMSA, SPPA shall deliver a notice to such Participant on the Business Day after such funds are used and the Participant shall, within 10 days of such notice from SPPA, restore its AMSA Payment Reserve Amount in full. Such notice shall describe actions SPPA has taken with respect to the Participant's AMSA Payment Reserve Amount.
- (c) If a Participant does not pay an invoice prior to the 25th of the Service Month, SPPA may suspend the Participant's rights to its Participant Share to Product from the AMSA. Notwithstanding the suspension, the Participant in Payment Default will have the full financial obligation to pay for its Participant Share. During the term of such suspension, SPPA may withdraw funds from Participant's share of the AMSA Payment Reserve Account in order to pay any portion of Participant's allocated share of all costs associated the AMSA. Such suspension shall continue until the earlier of the date that (i) Participant shall have cured such Payment Default, or (ii)

the Participant shall have voluntarily transferred its Participant Share to non-defaulting Participant(s) or to a new Participant pursuant to Article 9 and such new Participant(s) have paid its applicable AMSA Payment Reserve Amount.

- (d) If a Participant has not cured the Payment Default after 90 days of notice of the Payment Default, and the Participant has not already been terminated in accordance with Section 2.1(b), SPPA shall terminate the Participant. SPPA may withdraw funds from Participant's share of the AMSA Payment Reserve Account in order to pay Participant's allocated share of all costs associated with the AMSA. SPPA shall promptly provide notice of any such termination to all Participants.

11.3 Remedies for other Defaults. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity and any other applicable provision of this Agreement, except as otherwise limited by this Agreement. The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.4 No Termination by Participant. In response to any Event of Default by SPPA, Participant shall not have the right to terminate this Agreement unless such termination is undertaken pursuant to Article Nine of this Agreement, including following the procedures in Section 9.2.

## **ARTICLE TWELVE: RESERVED**

## **ARTICLE THIRTEEN: UNCONTROLLABLE FORCE**

13.1 To the extent a Force Majeure (as defined in the AMSA) exists and relieves, delays or otherwise excuses either SPPA's or AEPCO's obligations under the AMSA, the obligation of each Participant hereunder shall be relieved, delayed or excused during the continuance of such Force Majeure; provided that such relief, delay or excuse shall be limited to the extent and only for such obligations that are relieved, delayed or otherwise excused.

13.2 Under no circumstances shall the provisions of Section 13.1 provide relief, allow delay or otherwise excuse the obligations of a Participant to make payments required by this Agreement.



## **ARTICLE FOURTEEN: REPRESENTATIONS AND WARRANTIES**

14.1 SPPA's Representations. SPPA hereby makes the following representations, warranties and covenants to Participant as of the Effective Date and through the end of the Term:

- (a) SPPA is a political subdivision of the State of Arizona duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by SPPA of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of SPPA, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of SPPA, threatened action or proceeding affecting SPPA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, SPPA's sole continuing covenant with respect to this Section 14.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.
- (e) SPPA acknowledges and agrees that the activities contemplated by the provisions of this Agreement are commercial in nature and that it is not entitled to any right of immunity on the grounds of sovereignty. To the fullest extent allowed by law, SPPA hereby knowingly, and expressly waives all existing and future rights of sovereign immunity, and all other similar immunities, as a defense relative to this Agreement. This waiver is irrevocable and applies to the jurisdiction of any court, legal process, suit, judgment, attachment, set-off or any other legal process with regards to the enforcement of this Agreement or other determination of the Parties' rights under this Agreement.

14.2 Participant's Representations. Participant hereby makes the following representations, warranties and covenants to SPPA as of the Effective Date and through the end of the Term:

- (a) Participant is a city, town, county, special taxing district established pursuant to Title 48, Chapters 11, 12, 17, 18, 19 or 22 of Arizona Revised Statutes, or any Indian tribe authorized to form a separate legal entity pursuant to A.R.S. §§ 11-952 and 11-952.02, and has the legal power to enter into this Agreement and carry out the transactions contemplated

hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

- (b) The execution, delivery and performance by Participant of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of Participant, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of Participant, threatened action or proceeding affecting Participant before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, Participant's sole continuing covenant with respect to this Section 14.2(e) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.
- (e) Participant is, and shall remain throughout the term of this Agreement, a Pool Participant under the Pool Agreement.
- (f) Participant will establish, maintain and collect such rates, fees and charges so as to provide revenues at least sufficient to enable Participant to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.
- (g) The obligations of Participant to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by Participant pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The Participant shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The Participant shall not issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.
- (h) The Participant covenants to maintain its electric system in good repair in accordance with prudent electrical practices, to cooperate with SPPA, and to keep accurate records and accounts.
- (i) The Participant shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the Participant assign all or any part of its Participant Share or any or all of its interests under this Agreement, except upon the approval of SPPA, such approval not to be unreasonably withheld or delayed.
- (j) Participant's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the

opinion of a consulting engineer of national reputation selected by SPPA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

- (k) Participant acknowledges and agrees that the activities contemplated by the provisions of this Agreement are commercial in nature and that it is not entitled to any right of immunity on the grounds of sovereignty. To the fullest extent allowed by law, Participant, unless it is a Tribal Participant that has provided a waiver described in Section 10.4, hereby knowingly, and expressly waives all existing and future rights of sovereign immunity, and all other similar immunities, as a defense relative to this Agreement. This waiver is irrevocable and applies to the jurisdiction of any court, legal process, suit, judgment, attachment, set-off or any other legal process with regards to the enforcement of this Agreement or other determination of the Parties' rights under this Agreement.

#### **ARTICLE FIFTEEN: CREDITWORTHINESS**

15.1 The AMSA Project Management Committee may increase the amount of security in the AMSA Project Reserve Account described in Section 4.7 that may be required of individual Participants or for all Participants as credit concerns or Project needs may require.

15.2 Participant shall provide such financial information and operating data as SPPA is required to obtain from Participant under the AMSA or any rules or regulations applicable to SPPA related to the Project.

#### **ARTICLE SIXTEEN: SPECIAL MEMBER PROVISIONS**

16.1 Cancellation Rights Under A.R.S. § 38-511. The Parties hereby acknowledge that certain Participants are political subdivisions that, pursuant to A.R.S. § 38-511, “may, within three years after its execution, cancel any contract, without penalty or further obligation, . . . if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of [that political subdivision] is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.” The cancellation “shall be effective when written notice from . . . the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time.”

16.2 ASMA Payment Reserve Amount and Security. Upon any termination under this Article 16, the terminating Participant (a) shall not be entitled to receive any amount of its ASMA Payment Reserve Amount, and (b) shall not be entitled to a return of any of its posted security, in each such case, until AEPCO provides SPPA with written confirmation that no balance remains attributable to the terminating Participant under the AMSA and that no further costs shall accrue under the AMSA attributable to the

terminating Participant. Each Participant acknowledges and agrees that SPPA may such terminating Participant's AMSA Payment Reserve Amount as needed to meet Participant's share of SPPA's obligations to AEPCO under the AMSA and any remaining ASMA Payment Reserve Amount may be used to pay Participant's Project Administrative Costs.

16.3 Consent and Waiver. It is further acknowledged that certain Participants have engaged legal counsel and/or technical consultants to represent them in connection with the development of this Agreement and activities related thereto, which legal counsel or technical consultants simultaneously represented one or more other Participants and/or SPPA in connection with the same activities, and such joint representation was consented to by the Participants and is a commonly used and efficient means of obtaining expert assistance with respect to matters of common interest to certain of the Participants. In addition, the Participants acknowledge and understand that the designated representatives and alternates of the Participants on the SPPA board of directors are also elected officials of the Participants, or employees of or consultants to the Participants ("Participant fiduciaries") with responsibilities to both SPPA and the respective Participant. It is agreed and understood by all of the Parties that neither such representation of SPPA and any Participant in connection with this Agreement nor the dual role of the Participant fiduciaries is intended to be and does not constitute a basis for invoking cancellation pursuant to A.R.S. § 38-511.

## **ARTICLE SEVENTEEN: MISCELLANEOUS**

17.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona, without regard to conflicts of law doctrines.

17.2 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed to SPPA and to Participants at the addresses provided in Exhibit C, or to such other address as any Party may designate by written notice to the other Parties. SPPA will update Exhibit C to reflect changes, without the necessity of amending this Agreement.

17.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

17.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable

Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.5 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

17.6 Third-Party Beneficiaries. AEPCO is not an express third party beneficiary.

17.7 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

17.8 Headings and Table of Contents. Article and Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

17.9 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

17.10 Amendments and Waivers.

- (a) Except as expressly provided with respect to updates of Schedule 4.1, Exhibits A, B, C, and D, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties, and if required by the AMSA, the consent of AEPCO.
- (b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

17.11 Survival. Except for Articles Five (to the extent applicable to obligations arising prior to termination), Eight, Ten, and Eleven, which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement.

17.12 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably

requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

**SOUTHWEST PUBLIC POWER AGENCY**

**Approved as to Form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Manager  
Dated: \_\_\_\_\_

PARTICIPANT OF [\_\_\_\_\_]

**Approved as to Form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SCHEDULE 4.1**

SPPA Project Contract 2023-1  
AMSA Resale Agreement Between SPPA And Participants  
Participant AMSA Payment Reserve Amount

#	Participant	Requirements
1	Ak-Chin Energy Services	To be provided by AEPCO
2	Electrical District Number 3 of Pinal	To be provided by AEPCO
3	Electrical District Number 4 of Pinal	To be provided by AEPCO
4	Gila River Indian Community Authority	To be provided by AEPCO
5	City of Safford, Arizona	To be provided by AEPCO
6	Town of Thatcher, Arizona	To be provided by AEPCO



**EXHIBIT A**

**FORM OF PARTICIPATION AGREEMENT**

**THIS PARTICIPATION AGREEMENT FOR THE SOUTHWEST PUBLIC POWER AGENCY, INC., PROJECT AGREEMENT FOR THE AEPCO MSA PROJECT** (the “Participation Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 202\_\_, (“Participant Effective Date”) by and between \_\_\_\_\_ (the “Participant”) and the Southwest Public Power Agency, Inc. (“SPPA”).

The Participant [is] [is not] a member of SPPA and is or will be a participant of the Pool Agreement and wishes to participate in the AEPCO MSA Project. Accordingly, by the execution and delivery of this Participation Agreement, the Participant acknowledges and agrees to become a “Participant” under the SPPA Project Contract No. 2023-1 (the “Project Agreement”), dated as of \_\_\_\_\_, 202\_\_, by and among SPPA and the other Participants and under the AEPCO MSA Resale Agreement (“AMSA Resale Agreement”), dated as of \_\_\_\_\_, 2023, by and among SPPA and the “Participants” that are or have become party thereto. SPPA and, if in existence, the Project Management Committee have approved the participation of the Participant (and authorized SPPA’s execution of this Participation Agreement) pursuant to Article 7 of the Project Agreement. Capitalized terms used herein and not otherwise defined have the meaning given to them in the AMSA Resale Agreement and the Project Agreement.

The Participant hereby acknowledges, agrees and confirms that, by its execution of this Participation Agreement, as of the date hereof, it shall (without limitation): (i) be deemed to be a signatory to the Project Agreement and the AMSA Resale Agreement; (ii) be deemed to have made the representations and warranties set forth in Article 18 of the Project Agreement to SPPA and each other Participant a party thereto [and Article Fourteen of the AMSA Resale Agreement to SPPA and each other Participant a party thereto] on and as of the Participation Effective Date; (iii) agree that the representations made with respect to the Project Agreement [and the AMSA Resale Agreement] shall be deemed to include this Participation Agreement, (iv) agree to be bound by the terms of the Project Agreement; (v) agree that each other Participant (under the Project Agreement), and each Participant (under the AMSA Resale Agreement) is a third-party beneficiary of this Participation Agreement and the AMSA Resale Agreement; and (vi) have all of the rights, remedies, powers, privileges and obligations of a Participant under the Project Agreement and of a Participant under the AMSA Resale Agreement from and after the date of this Participation Agreement.

The Participant hereby specifies that its address for notices under Exhibit B of the Project Agreement and Exhibit C of the AMSA Resale Agreement shall be as follows:

*[Participant]*  
*[Street]*  
*[City, State, Zip Code]*  
Attention:

The following items are attached hereto:

1. An amended Exhibit A of the Project Agreement adding the Participant and an amended Schedule 4.1 of the AMSA Resale Agreement reflecting the adjusted

Participant Share and Participant Percentages, to be effective as of the Participant Effective Date.

- 2. If the Participant is a tribal entity: A copy of the Participant’s waiver of sovereign immunity, which shall be deemed to be included in Exhibit B of the AMSA Resale Agreement and as an appendix to the Project Agreement.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to sign this Participation Agreement on the date first set forth above.

**[PARTICIPANT]**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Southwest Public Power Agency, Inc.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B**  
**COPIES OF TRIBAL RESOLUTIONS AND WAIVERS (SECTION 10.4)**

**EXHIBIT C**  
**Notices (Section 17.2)**  
**ADDRESSES FOR NOTICES**

**TO SPPA:**

**Southwest Public Power Agency, Inc.**

160 North Pasadena

Suite 101

Mesa, AZ 08201

Attn: Frank McRae, [generalmanager@sppa.biz](mailto:generalmanager@sppa.biz); Dennis L. Delaney, [dld@krsaline.com](mailto:dld@krsaline.com);  
with a copy to Sheryl Sweeney, [ssweeney@clarkhill.com](mailto:ssweeney@clarkhill.com)

**TO PARTICIPANTS:**

City of Safford, Arizona

Jason Brimhall

Utility Director

Phone: 928-432-4200

Email: [jbrimhall@saffordaz.gov](mailto:jbrimhall@saffordaz.gov)

Electrical District Number 3 of Pinal County, Arizona / Ak-Chin Energy services

Brian Yerges

General Manager

Phone: 520-424-0420

Email: [brian.yerges@ed-3.org](mailto:brian.yerges@ed-3.org)

Electrical District Number 4 of Pinal County, Arizona

Ron McEachern

General Manager

Phone: 520-466-7336

Email: [ron@caidd.com](mailto:ron@caidd.com)

Gila River Indian Community Utility Authority

Ken Stock

General Manager

Phone: 520-796-0600

Email: [kstock@gricua.com](mailto:kstock@gricua.com)

Town of Thatcher, Arizona

Heath Brown

Town Manager and General Manager

Phone: 928-428-2290

Email: [hbrown@thatcher.az.gov](mailto:hbrown@thatcher.az.gov)

**AEPCO METERED SUB-SYSTEM AGREEMENT  
BETWEEN  
ARIZONA ELECTRIC POWER COOPERATIVE, INC.  
AND  
SOUTHWEST PUBLIC POWER AGENCY, INC.**

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This **AEP CO METERED SUB-SYSTEM AGREEMENT** (“**Agreement**”) is made this 22<sup>nd</sup> day of November, 2023, between Arizona Electric Power Cooperative, Inc., a non-profit corporation as defined and organized under the generation and transmission electric cooperative laws of the State of Arizona (“**AEP CO**”), and Southwest Public Power Agency, Inc. (“**Customer**” or “**SPPA**”). Customer and AEP CO are referred to in this Agreement each individually as a “**Party**” and collectively as the “**Parties**.”

## **RECITALS**

**WHEREAS**, pursuant to an agreement dated July 28, 2006, AEP CO, as successor in interest to Southwest Transmission Cooperative, Inc., operates a metered sub-system of the Western Area Lower Colorado (“**WALC**”) Balancing Authority (“**WALC BA**”) in the Desert Southwest Region in which AEP CO is responsible for maintaining a balance between load and resources within such metered sub-system (“**AMS**”); and

**WHEREAS**, Customer has certain members (“**AMS Members**”) that are directly or indirectly interconnected with the AEP CO Transmission System that are listed in Appendix A, and

**WHEREAS**, Customer’s AMS Members own and operate, or have contractual rights to, a combination of transmission, generation and/or distribution facilities (collectively “**Customer System**”), and

**WHEREAS**, Customer’s AMS Members procure, or may procure, wholesale transmission service or other services from AEP CO under existing transmission contracts and other agreements, which provide for points of interconnection, points of receipt, points of delivery, and coordinated operations between the AEP CO Transmission System and Customer System; and

**WHEREAS**, Customer’s AMS Members procure, or are required to procure, from AEP CO certain services that are similar in nature to AMS Services; and

**WHEREAS**, AEP CO provides transmission service through the AMS pursuant to the AEP CO Tariff, and provides services pursuant to existing transmission contracts; and

**WHEREAS**, AEP CO, as the operator of the AMS, provides certain AMS Services to Customer’s AMS Members, and the Parties desire to set forth and establish the rates, terms, and conditions for such AMS Services, as of the Effective Date; and

**WHEREAS**, the Parties wish to establish measures to coordinate the operation of certain Interconnection Facilities and the operating responsibilities associated with their respective systems to effectuate the operation of the AMS and meet their respective obligations under the Applicable Reliability Standards as promulgated and enforced by FERC, NERC, and WECC; and

**WHEREAS**, the Parties will continue to operate the Interconnection Facilities and their respective systems related to the operation of the AMS in accordance with Prudent Utility Practice and in accordance with applicable provisions of the Western Area Power Administration (“**WAPA**”) open access transmission tariff (“**WAPA OATT**”) and WAPA Desert Southwest Region (“**WAPA DSR**”) business practices, in each case as may be amended from time to time; and

**WHEREAS**, The Parties intend for Customer’s AMS Members to contract individually with AEPCO for these AMS services, but cannot have the necessary contractual agreements in place in the time needed, and

**WHEREAS**, Customer is willing to contract with AEPCO for the necessary services on behalf of its AMS Members for a period not to exceed one year, and

**WHEREAS**, the Parties intend for this Agreement to satisfy the requirement in other agreements between AEPCO and its customers to govern the provision of AMS Services pursuant to a “Balancing Area Agreement”; and

**WHEREAS**, the Parties agree that an AEPCO Metered Sub-system Agreement shall be mandatory for all customers with Load and/or Resources in the AMS, with terms comparable to those contained in this Agreement, to meet the AMS Services obligations that AEPCO has under its agreements with WAPA.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **I. TERM AND TERMINATION**

This Agreement shall be effective upon the first (1st) day of the first month following the execution of this Agreement by the Parties (the “**Effective Date**”). This Agreement shall remain in effect until September 30, 2024 unless terminated earlier upon mutual written agreement of the Parties.

### **II. DEFINITIONS**

As used in this Agreement, the following terms will have the meanings stated below. Terms defined in other articles or sections of this Agreement or in appendices to this Agreement will have the meanings stated in those articles or sections. Any other initially capitalized term in this Agreement will have the definition of that term as set forth in the NERC Glossary of Terms Used in Reliability Standards (“**NERC Glossary**”) as may be amended from time to time, unless otherwise defined in this Agreement. Initially capitalized terms not otherwise defined in this Agreement or in the NERC Glossary will have such meanings commonly ascribed to them in the electric utility industry in AEPCO’s region.

“**ACC**” has the meaning set forth in Article I of this Agreement.

“**AEPCO**” has the meaning set forth in the preamble above.

“**AEPCO Tariff**” means, at any time, the currently effective AEPCO Open Access Transmission Tariff.



“**AEPCO Transmission System**” means the electric transmission facilities AEPCO owns or in the future may own and assets and rights that AEPCO has to transmission capability under various agreements.

“**Agreement**” means this AEPCO Metered Sub-system Agreement, as set forth in the preamble above.

“**AMS**” has the meaning set forth in the recitals.

“**AMS Services**” means the services required to operate the AMS, including but not limited to Generator Operator and Transmission Operator services, as set forth in, among other applicable documents, the Schedules and the Capacity Obligation Procedure.

“**Applicable Reliability Standards,**” with respect to a Party, refers to those Reliability Standards that apply to that Party based upon its registered entity status or as otherwise may be determined by FERC, NERC, or WECC, as they may be amended from time to time. Applicable Reliability Standards include national standards and regional reliability standards promulgated by FERC, NERC, and WECC.

“**Attachment J**” refers to ‘EIM Imbalance Service’ as further defined in the AEPCO Tariff.

“**Balancing Authority**” or “**BA**” means the WALC BA, unless another BA is specifically referenced herein.

“**Balancing Authority Area**” or “**BAA**” refers to the WALC BAA, unless another BAA is specifically referenced herein.

“**Capacity Obligation Procedure**” means AEPCO’s Capacity Obligation Procedure set forth in Appendix E to this Agreement, as it may be amended by AEPCO from time to time.

“**Confidential Information**” means any and all information of a Party that is not generally known by others with whom the Party does or plans to compete or do business and that such Party keeps confidential in the ordinary course of business. Confidential Information includes without limitation such information, whether written or oral, related to: (i) the Party’s load forecast information; (ii) the Party’s costs, sources of supply, strategic plans, resource plans, and capacity; (iii) the Party’s sales contracts and their terms and conditions; and (iv) the Party’s marketing studies, surveys, plans, and projections. Confidential Information also includes any information to be shared between the Parties that involves physical or cyber security, public safety or privacy concerns or information that is required by law to remain confidential, including without limitation, whether written or oral, emergency plans, technical specifications, routing information, facility or supply storage locations, or personally identifying information of any Party’s customers. Confidential Information is subject to the requirements of Section 10.2 of this Agreement.

“**Contract Rate of Interest**” means the lesser of: (i) the interest rate equal to the effective “Prime Rate” per annum as specified in the “Money Rates” section of the Wall Street Journal or, (ii) the maximum interest rate permitted by applicable Law in the State of Arizona, if any is so stated.

“**Customer**” has the meaning set forth in the preamble above.

“**Customer System**” has the meaning set forth in the recitals.

“**Defaulting Party**” has the meaning set forth in Section 8.4 of this Agreement.

“**Dispute Notice**” has the meaning set forth in Section 10.3 of this Agreement.

“**Effective Date**” has the meaning set forth in Article I of this Agreement.

“**EIM**” means the energy imbalance market operated by the California Independent System Operator Corporation.

“**Emergency**” means any system condition that requires immediate automatic or manual action to prevent or limit the failure of the transmission facilities or generation supply that could adversely affect the reliability of (a) with respect to the WALC BA, the Bulk Electric System and/or the AEPCO Transmission System, or (b) with respect to Customer, the Customer System.

“**FERC**” means the Federal Energy Regulatory Commission or any regulatory agency succeeding to the powers and functions thereof.

“**Force Majeure**” means the occurrence or non-occurrence of any act, event or cause beyond the control of a Party whereby the Party is unable to perform its obligation, other than the obligation to pay money, which act, event or cause by that Party’s exercise of due diligence could not have reasonably been expected or avoided, or which even with the exercise of due diligence, the Party has not been able to overcome or avoid or cause to be avoided. Such act, event or cause includes, but is not limited to: acts of God; failure or threat of immediate failure of facilities; explosions, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes; pandemic; epidemic; war; riot; civil disturbance or disobedience, strike, or labor disturbance, disputes or unrest of whatever nature; labor, material or fuel shortage; sabotage; vandalism; restraint by court order or public authority; a failure of any generating or transmission facility, which is likely to cause an outage of electric service to customers served from that Party’s system (including transmission curtailments by a transmission provider) or to cause such Party to experience a rapid decline in system voltage or frequency; and, action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental authority (but not including the ACC), provided however, that no act, event or cause that is the result of the lack of necessary financial resources of a Party shall constitute an event of “Force Majeure,” nor shall an act, event or cause that is the result of the negligence of the Party claiming Force Majeure constitute an event of “Force Majeure.” “Force Majeure” does not include impacts of the COVID-19 virus and any variant of the COVID-19 virus in existence as of the Effective Date, whether or not such strain is generally known, nor the existence of supply chain issues or delays resulting therefrom.

“**Forced Outage**” means the removal from service availability of a generating unit, transmission line, or other facility for emergency reasons, or the condition in which the equipment is unavailable due to unanticipated failure.

“**Interconnection Facilities**” means the transmission facilities and equipment listed in Appendix C that connect AEPSCO and Customer, or a third party and Customer, that are necessary to interconnect the Customer System both physically and electrically to the AEPSCO Transmission System, and that are used for purposes of calculating Control Error, Interchange, Net Scheduled Interchange, and Energy Imbalance.

“**Laws**” means any federal, state, local law or constitution, charter, act, statute, ordinance, code, policy, operating guideline, protocol, rule, or regulation and other legislative or administrative action or binding document of any governmental or quasi-governmental regulatory body or commission or other regulatory bureau, authority, body or entity having legal jurisdiction over the transaction or facility in question, including without limitation the WAPA DSR, WECC, Reserve Sharing Group, NERC, Reliability Coordinator, and FERC-approved or -recognized independent system operator or regional transmission organization.

“**NERC**” means the North American Electric Reliability Corporation, the entity designated as the electric reliability organization certified by FERC to establish and enforce the reliability standards of the Bulk Electric System, or its successor organization.

“**NERC Glossary**” has the meaning set forth in the first paragraph of this Article II.

“**Non-Defaulting Party**” has the meaning set forth in Section 8.3 of this Agreement.

“**Operating Instruction**” means a command by operating personnel responsible for the Real-time operation of the interconnected Bulk Electric System to change or preserve the state, status, output, or input of an Element of the Bulk Electric System or Facility of the Bulk Electric System. (A discussion of general information and of potential options or alternatives to resolve Bulk Electric System operating concerns is not a command and is not considered an Operating Instruction.)

“**Outage**” means a Planned Outage or a Forced Outage.

“**Party**” and “**Parties**” have the meanings set forth in the preamble above.

“**Payment Due Date**” has the meaning set forth in Section 7.3 of this Agreement.

“**Planned Outage**” means outages that may affect the reliability of the respective systems of the Parties that are coordinated with notice provided in accordance Section 5.6 of this Agreement.

“**Prudent Utility Practice**” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“**Schedule 1**” refers to ‘Scheduling, System Control and Dispatch Service’ as further defined in the AEPCO Tariff.

“**Schedule 2**” refers to ‘Reactive Supply and Voltage Control from Generation or Other Sources Service’ as further defined in the AEPCO Tariff.

“**Schedule 3**” refers to ‘Regulation and Frequency Response Service’ as further defined in the AEPCO Tariff.

“**Schedule 4**” refers to ‘Energy Imbalance Service’ as further defined in the AEPCO Tariff.

“**Schedule 5**” refers to ‘Operating Reserve – Spinning Reserve Service’ as further defined in the AEPCO Tariff.

“**Schedule 6**” refers to ‘Operating Reserve – Supplemental Reserve Service’ as further defined in the AEPCO Tariff.

“**Schedule 9**” refers to ‘Generator Imbalance Service’ as further defined in the AEPCO Tariff.

“**Schedule 10**” refers to EIM Unreserved Use as further defined in the AEPCO tariff.

“**Schedules**” refers to Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 9, Schedule 10, and Attachment J, collectively.

“**UFLS**” has the meaning set forth in Section 5.5.3 of this Agreement.

“**WALC**” has the meaning set forth in the recitals.

“**WALC BA**” has the meaning set forth in the recitals.

“**WAPA**” has the meaning set forth in the recitals.

“**WAPA DSR**” has the meaning set forth in the recitals.

“**WAPA OATT**” has the meaning set forth in the recitals.

“**WECC**” means the Western Electricity Coordinating Council, a non-profit corporation, and any successor organization thereto, acting in its capacity as a Regional Reliability Organization.

### **III. SCOPE OF SERVICES**

#### **3.1 Ancillary Service Schedules**

AEPCO will offer to provide AMS Members the AMS Services set forth in the Schedules. AMS Members will self-provide or purchase AMS Services pursuant to the terms and conditions of this Agreement and the rates, terms, and conditions of the AEPCO Tariff or, if applicable, existing

transmission agreements between AEPCO and the AMS Member. As set forth below, certain AMS Services for the AMS Members must be purchased by Customer from AEPCO. Other AMS Services are subject to availability.

To the extent Customer or an AMS Member purchases from AEPCO under other agreements resources to fulfill an AMS Member's obligation to self-provide or purchase AMS Services under this Agreement, AEPCO shall not charge Customer under this Agreement for the provision of AMS Services from such resources. To the extent AEPCO does not have adequate resources to provide the AMS Services, AEPCO shall acquire such services and pass them through to Customer at AEPCO's cost. If AEPCO is unable to acquire and provide the AMS Services selected by Customer but the AMS Services are nonetheless provided to AMS Member, Customer is responsible for and will pay for the costs of such AMS Services. AEPCO shall pass through to Customer, without mark-up or change, any charges or costs in the EIM for AMS Services that are (i) incurred by Customer and charged to AEPCO, or (ii) incurred by AEPCO on behalf of an AMS Member.

Except to the extent specifically provided herein, in the event of a conflict between (i) the terms and conditions of the AEPCO Tariff or an existing transmission agreement between AEPCO and an AMS Member and (ii) the terms and conditions of this Agreement in connection with the provision of the AMS Services, the terms and conditions of the AEPCO Tariff or such existing transmission agreement, as applicable, shall control. It is the intent of the Parties that (a) the AEPCO Tariff will provide for AEPCO's participation in the EIM, (b) charges for AMS Services acquired in or provided through the EIM will be passed through to Customer by AEPCO (including if applicable under this Agreement), and (c) changes in the EIM will be reflected in changes to the AEPCO Tariff and may result in changes in the AMS Services offered and/or provided hereunder and the charges therefor.

The AMS Services selected by Customer and provided by AEPCO under this Agreement will be documented in Appendix A, and may be changed from time to time in accordance with the terms of this Agreement. For AMS Services that Customer elects to purchase from a third party, Customer may request AEPCO to purchase such AMS Services on its behalf, all as set forth in Appendix A.

Customer shall purchase from AEPCO, the AMS Member shall self-provide, or Customer shall purchase from a third party AMS Services as follows:

- a) If the AMS Member serves load in the AMS, receives transmission service from AEPCO, and has available generating capacity provided by AEPCO under a separate agreement, Customer will purchase from AEPCO Schedule 1. Customer will purchase from AEPCO, use the AMS Member's available generating capacity purchased from AEPCO under a separate agreement, cause the AMS Member to self-provide, or purchase from a third party Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 9, Schedule 10, and Attachment J to satisfy the AMS Member's obligations pursuant to Section 6.2 of this Agreement.

b) If the AMS Member serves load in the AMS and receives transmission service from AEPCO, Customer will purchase from AEPCO Schedule 1, Schedule 2, Schedule 4, Schedule 9, Schedule 10, and Attachment J. Customer will purchase from AEPCO, cause the AMS Member to self-provide, or purchase from a third party Schedule 3, Schedule 5, and Schedule 6 to satisfy the AMS Member's obligations pursuant to Section 6.2 of this Agreement.

c) If the AMS Member serves load in the AMS and does not receive transmission service from AEPCO, Customer will purchase from AEPCO Schedule 4, Schedule 9, Schedule 10, and Attachment J. Customer will purchase from AEPCO, cause the AMS Member to self-provide, or purchase from a third party Schedule 3, Schedule 5, and Schedule 6 to satisfy the AMS Member's obligations pursuant to Section 6.2 of this Agreement.

d) If the AMS Member has generation but does not serve load in the AMS and receives transmission service from AEPCO, Customer will purchase from AEPCO Schedule 1, Schedule 2, Schedule 4, Schedule 9, Schedule 10, and Attachment J if the AMS Customer's generation is statically scheduled. Customer will purchase from AEPCO, cause the AMS Member to self-provide, or purchase from a third party Schedule 3, Schedule 5, and Schedule 6 to satisfy the AMS Member's obligations pursuant to Section 6.2 of this Agreement.

e) If the AMS Member has generation but does not serve load in the AMS and does not receive transmission service from AEPCO (i.e., resource is in Customer System), Customer will purchase from AEPCO Schedule 1, Schedule 2, Schedule 4, Schedule 9, Schedule 10, and Attachment J if the AMS Member's generation is statically scheduled out of Customer System. Customer will purchase from AEPCO, cause the AMS Member to self-provide, or purchase from a third party Schedule 3, Schedule 5, and Schedule 6 to satisfy the AMS Member's obligations pursuant to Section 6.2 of this Agreement.

### **3.2 Customer's Load, Schedules and Resources**

The AMS Services offered and provided by AEPCO under this Agreement are intended to support each AMS Member's obligation to serve its distribution load, each AMS Member's distributed energy resources, each AMS Member's generation resources, each AMS Member's transmission and delivery of capacity and energy through the AMS, and/or each AMS Member's resource participation in the EIM. Customer shall timely submit, or cause its agent to timely submit, any necessary schedules and NERC e-Tags in accordance with Applicable Reliability Standards and with the AEPCO Tariff, WAPA OATT, and related AEPCO and WAPA DSR business practices.

Where Customer is required to provide schedules, NERC e-tags, and other information and documents under this Agreement, Customer may comply with such requirement(s) through its contractually designated agent, provided that Customer shall retain ultimate responsibility for compliance with such requirement(s). Contact information for such designated agent shall be included in Appendix B.

### **3.3 Self-Provide or Purchase from Third Parties**

With six (6) months advance written notice to AEPCO and subject to the terms of Section 3.1 of this Agreement, Customer may change its election of AMS Services purchased from AEPCO, self-provided, or purchased from a third party (or purchased by AEPCO on behalf of Customer). Any such change shall be documented in a written amendment to Appendix A. Any such changed election shall remain in effect for no less than twelve (12) months from the effective date of such change. AEPCO will develop and maintain protocols, business practices, and procedures necessary for Customer to self-provide directly to AEPCO, to purchase from third parties, or to purchase from AEPCO AMS Services in the event it has excess. Such protocols, business practices, and procedures may be amended from time to time by AEPCO and shall be consistent with industry standards and Prudent Utility Practice. Customer will comply with such protocols, business practices, and procedures. Notwithstanding the other provisions of this Section 3.3, Customer may remove an entity from Appendix A with fourteen days notice to AEPCO in the event that the entity fails to meet its financial obligations to SPPA for service under this Agreement or an entity cancels associated contractual obligations to SPPA in accordance with A.R.S. § 38-511.

### **3.4 Exchange of Emergency and Restoration Plans and Procedures**

The Parties have exchanged emergency procedures, emergency curtailment plans, system restoration plans, voltage and megavars (MVar) plans, and capacity and energy emergency plans prior to the Effective Date. The Parties will exchange changes to such plans prior to the effective date of any change. Each Party shall review the other Party's procedures and plans, and any changes thereto, and may provide to the other Party questions, comments, and/or concerns with respect to such procedures, plans, and changes. Each Party will use good faith efforts to address any questions, comments, and/or concerns raised by the other Party with respect to any such procedures, plans, and changes.

## **IV. RATES AND CHARGES**

### **4.1 Rates**

Customer shall pay for AMS Services provided by AEPCO under this Agreement at the rates and upon the terms and conditions set forth in the AEPCO Tariff for the Schedules, provided that the quantities and/or billing determinants for the AMS Services shall be as determined in this Agreement (including but not limited to the obligations set forth in Section 6.2 of this Agreement). Customer shall be invoiced and shall pay for the services provided under this Agreement in accordance with the provisions of Article VII of this Agreement, provided that in no event shall Customer be invoiced under this Agreement and any other agreement between Customer and AEPCO or between an AMS Member and AEPCO for the same service provided by AEPCO.

In the event that Customer fails to satisfy its obligation to self-provide or purchase from a third party the AMS Services required by this Agreement, or if Customer fails to comply with its resource obligations set forth in Section 6.2 of this Agreement, AEPSCO will acquire and provide services and/or resources for Customer. Customer will compensate the third-party supplier of any such services and/or resources, as required, or reimburse AEPSCO if AEPSCO pays for such services and/or resources.

## V. TECHNICAL REQUIREMENTS

### 5.1 Metering

If Customer or an AMS Member is a party to a network operating agreement with AEPSCO under the AEPSCO Tariff, the Parties will comply with the metering requirements in that network operating agreement. If neither Customer nor the AMS Member is a party to a network operating agreement with AEPSCO under the AEPSCO Tariff, then the Parties will comply with the requirements of this Section 5.1. Customer's flows of energy will be measured at the AMS Member's Interconnection Facilities pursuant to the metering configuration identified in Appendix C. Metering equipment may be owned and maintained by either of the Parties or an affiliate or an unaffiliated third party with which a Party has a meter-read or meter-share arrangement. The Parties will exchange real-time data and revenue quality meter reads from their meters in accordance with the AEPSCO generally-applicable metering and communications requirements, including but not limited to WAPA and other requirements that apply to AEPSCO. All metering, communications, and data exchanges required to implement this Agreement will be automated to the extent reasonably practicable. The standards and specifications for metering and communications equipment as well as any related hardware and software required to implement this Agreement will meet all Applicable Reliability Standards, and be consistent with industry standards and Prudent Utility Practice and, if reasonably practicable, be compatible with the Parties' existing and planned facilities or software.

5.1.1 Modifications to Meters. In the event either Party intends to modify or replace meters at the Interconnection Facilities, that Party shall notify the other Party in writing not less than thirty (30) days prior to making any such modifications or replacements, except in the case of an Emergency or meter failure, in which case the Party making the modification or replacement shall provide the other Party as much notice as reasonably practicable. Each Party shall have the right to monitor in-person any meter modifications or replacements or any meter testing conducted by the other Party at the Interconnection Facilities.

5.1.2 Meter Testing. Unless otherwise agreed to by the Parties, commencing on the Effective Date, the Parties shall jointly test each of the interchange meters identified in Appendix C on a pre-determined basis and each Party shall bear its own costs for such testing. Each Party shall have the right to request periodic meter testing, and be present during the testing, of the other Party's meters upon thirty (30) days prior written notice, and the requesting Party shall bear the cost of such tests, provided that, if any meter test shows



an inaccuracy of more than one percent (1%), then the Party that owns the meter shall bear the costs of the test and any correction to the inaccurate meter. If any tests show any meter to be inaccurate by more than one percent (1%), or if any meter fails to register, a billing adjustment shall be made correcting all measurements made by such meter to the past meter check or up to three (3) months, whichever is shorter. The adjustment shall be equal to the amount of error as determined for the actual period of such erroneous meter registration.

- 5.1.3 Metering Loss Adjustments. In the event the physical meter location differs from the Interconnection Facilities location, agreed upon loss adjustment factors may be used to account for the difference in impedance between the various points on the AEPCO Transmission System. Loss adjustments are subject to approval by AEPCO and Customer.

## **5.2 Modifications to Either Party's Planned System**

In the event either Party intends to modify the AMS or the Customer System, as applicable, in a manner which, in such Party's judgment consistent with the exercise of Prudent Utility Practice, would materially impact the obligations of the other Party under this Agreement, the Party making the modifications shall provide notice, in accordance with Prudent Utility Practice, of its intended modification(s) as soon as reasonably practicable, but in no event later than one hundred eighty (180) days prior to making such modification(s) to its system. Within thirty (30) days of receiving such notice, the other Party shall determine if the modification requires any amendments to the obligations set forth in this Agreement and shall notify the first Party of its proposed amendments. To the extent the Parties disagree on the proposed amendments, the Parties will attempt to resolve the dispute using the dispute resolution provisions in Section 10.3 of this Agreement.

## **5.3 Reliability Standards**

Each Party shall comply with Applicable Reliability Standards. Each Party shall use Prudent Utility Practice to cooperate with the other Party, through notifications, the exchange of data, coordination of plans, studies and schedules, and other actions that may be required to comply with Applicable Reliability Standards and related requirements. The Parties agree to promptly address any new, revised or eliminated Reliability Standard that changes the obligations of any Party during the term of this Agreement and to discuss any necessary modifications to this Agreement, including but not limited to adjustments to the calculation of charges and payment obligations as a result of changes in obligations under this Agreement resulting from such new, revised or eliminated Reliability Standard.

## **5.4 Operation and Maintenance**

- 5.4.1 Each Party shall, to the fullest extent practicable, cause all its (or the AMS Members', as applicable) distribution, transmission and generating equipment to be designed, constructed, maintained, and operated in

accordance with Prudent Utility Practice, all applicable Laws, and all applicable requirements established by the WALC BA.

- 5.4.2 Each Party shall strive to operate its (or the AMS Members', as applicable) system in parallel with other systems with which it shares interconnections and shall maintain and operate its system so as to minimize the likelihood and effect of disturbances or Outages on its system which might impair service to the customers of the other Party or within the WALC BA. Each Party shall be the sole judge of whether service to its own customers is being or would be impaired by operating conditions on the system of the other Party or any interconnected third party, and may request such the other Party or such other third party to take, or may itself take, appropriate corrective action. Notwithstanding the preceding sentence, the exercise of sole judgment by a Party under this Section 5.4.2 does not relieve a Party of its obligation to comply with Operating Instructions, as set forth in Section 5.5.2 of this Agreement.
- 5.4.3 Except as may be specifically provided for in arrangements between the Parties, or as may be arranged by mutual agreement in specific cases by both Parties at the request of a Party, neither Party shall be entitled to or obligated to furnish or to receive unscheduled electric capacity and/or energy and/or ancillary services to or from the other Party or an interconnected third party, unless in an Emergency. During an Emergency, the Parties shall meet all requirements of Applicable Reliability Standards and any other applicable standard to mitigate any capacity and energy Emergency and return to scheduled MW and MVAR flow between or among the Parties.
- 5.4.4 Each Party shall, at its own expense or as otherwise provided by separate written agreement between or among the Parties, maintain in good operating condition its (or the AMS Members', as applicable) portion of each interconnection between or shared by the Parties; provided, however, that an interconnection may be removed from service or reduced in capacity in accordance with Section 5.6 of this Agreement, and shall be restored to service as soon as practicable following any Outage.

## **5.5 Emergency Operations**

- 5.5.1 In the event of an Emergency, Customer will coordinate available Emergency assistance with AEPCO. This Agreement does not address or alter obligations for payment or other compensation that may or may not exist under other agreements that may exist or may be entered into by the Parties, or between AEPCO and an AMS Member, in connection with, or as a result of, Emergency assistance.

5.5.2 Customer shall direct the AMS Members to immediately comply with Operating Instructions from AEPCO in its functional role as the Transmission Operator, though some Operating Instructions may originate from WAPA as the BA, or the Reliability Coordinator, unless such actions would violate safety, equipment, regulatory or statutory requirements. Customer shall comply as follows:

5.5.2.1 Adjust generation output in accordance with the Operating Instruction if conditions in the BAA or AMS require such adjustment for reliability purposes. AEPCO will exercise commercially reasonable efforts, consistent with Prudent Utility Practice, to limit the adjustment in the Operating Instruction to the minimum quantity and duration necessary to resolve the reliability condition.

5.5.2.2 Take all necessary actions, up to and including, shedding of firm load, to alleviate a reliability issue in the BAA or AMS, in accordance with the Operating Instruction.

5.5.2.3 Immediately advise AEPCO of the inability to perform the directive due to the above-mentioned reasons so that AEPCO can implement alternate remedial actions.

5.5.3 AEPCO will implement and maintain and Customer shall cause the AMS Members to implement and maintain, an automatic under-frequency load shedding (“UFLS”) program that meets the AEPCO UFLS program requirements, pursuant to the WECC Off-Nominal, Frequency Load Shedding Program as approved by NERC.

5.5.4 AEPCO will follow the Manual Load Curtailment Plan, pursuant to its TOP Operating plan and as approved by the Reliability Coordinator, that outlines Energy Emergency operations and a pro-rata load shedding distribution protocol. Customer will identify load shed requirements as set forth in Appendix D.

## **5.6 Planned Outages and Coordination**

5.6.1 Except to the extent addressed in a network operating agreement between Customer and AEPCO, or the AMS Member and AEPCO, under the AEPCO Tariff, the Parties shall plan and coordinate Planned Outages in accordance with this Section 5.6. The Parties shall plan and coordinate, with at least forty-five (45) calendar days advance notice whenever possible, all Planned Outages on circuits or equipment and other maintenance activities

affecting the reliability of the interconnection or delivery of energy affecting the Parties' systems. The Parties shall attempt to minimize the impact to the Parties of such Planned Outages. The Parties shall plan and coordinate with one another, at least forty-five (45) calendar days in advance whenever possible, any Planned Outages of system voltage regulating equipment, including but not limited to automatic voltage regulators on generators, supplementary excitation control, synchronous condensers, shunt and series capacitors, and reactors.

- 5.6.2 The Parties shall plan and coordinate Planned Outages of telemetering and control equipment and associated communication channels between and among the affected areas at least forty-five (45) calendar days in advance. The Parties shall plan and coordinate Planned Outages of generation resources at least forty-five (45) calendar days in advance whenever possible. When time does not permit such notifications and coordination, or in the event of a Forced Outage of generation resources, the Parties shall notify each other at the earliest possible time.

## **5.7 Voltage and MVAR Control**

- 5.7.1 If applicable, AEPCO shall operate, and Customer shall cause the AMS Members to operate, their generators with the automatic voltage regulator (“AVR”) and on voltage control. Customer will notify AEPCO as soon as practicable but within thirty (30) minutes whenever a generator is operating with the AVR off.
- 5.7.2 AEPCO shall maintain, and Customer shall cause the AMS Members to maintain, its system voltage within the range as specified by the AMS internal voltage guidelines. The Parties will coordinate and exchange operating voltage information to ensure voltage control and MVAR control equipment remains within operating limits. Deviations from voltage requirements will be addressed through applicable charges, except as provided for in Section 5.7.3.
- 5.7.3 In the event of an Emergency, each Party will take all necessary action up to and including shedding firm load if the Party cannot maintain its voltage or MVAR exchange within the limits set forth in Section 5.7.2 after receiving all available assistance and it is burdening the other Party's and/or any third-party system.

## **5.8 Operational Reliability Information**

- 5.8.1 The Parties shall provide one another with such information as may be necessary (where confidentiality agreements allow) in order to coordinate their current-day, next-day, and seasonal operations.

- 5.8.2 Each Party shall provide information as requested by the other Party to conduct operational reliability assessments and coordinate reliable operations.
- 5.8.3 In accordance with Prudent Utility Practice, Customer shall timely notify AEPCO, within thirty (30) minutes if reasonably practicable, of changes in generation capabilities and characteristics, including but not limited to changes in real generation output capabilities.
- 5.8.4 Customer shall notify AEPCO as soon as practical, but within thirty (30) minutes, of a status or capability change on any generator, including the status of each power system stabilizer and the expected duration of the change in status or capability.
- 5.8.5 Each Party shall use uniform line identifiers when referring to transmission facilities of an interconnected network.

## **5.9 Monitoring System Conditions**

- 5.9.1 If Customer or an AMS Member is supplying any reserves to AEPCO, Customer shall (i) inform AEPCO of all generation and energy storage resources available for use by AMS, (ii) calculate all available operating reserves, and (iii) telemeter this capability to AEPCO in real time.
- 5.9.2 The Parties shall exchange real time operating data as required by any Party to meet its reliability obligations under the Applicable Reliability Standards.
- 5.9.3 To the extent the Parties are unable to meet the requirements of Section 5.9.2, the Parties will work diligently to achieve this ability to exchange the aforementioned data.

## **5.10 Communications**

- 5.10.1 The Parties' system operators and load or generation dispatchers shall communicate with each other using the applicable communications protocols and procedures, including three-part communications, as set forth in the Applicable Reliability Standards when Operating Instructions are issued.
- 5.10.2 Operating Instructions from AEPCO to Customer shall be clearly stated as a directive and will include what action is being requested, what quantity of change or action is required, and when that action is to be taken.

- 5.10.3 Following each event that could reasonably contribute to an Emergency or Forced Outage, the Parties shall exchange operating information.
- 5.10.4 Before beginning switching at any point of interconnection, the Parties shall communicate and agree as to what switching will take place and what the final condition will be.
- 5.10.5 The Parties shall provide each other, on a timely basis, all information necessary for the Parties to fulfill their obligations set forth in the Schedules.

## **VI. OPERATIONAL REQUIREMENTS**

### **6.1 Generation Schedule Balancing**

For any generating resources controlled by Customer that exceed 1 MW, Customer will provide AEPCO and its Scheduling Coordinator hourly pre-scheduled resource MW dispatch energy schedules, reserves schedules if applicable, and such other schedules as may be applicable, in each case in accordance with such time frames as may be established by AEPCO and/or its Scheduling Coordinator. Customer will ensure that its Dynamically Transferred resources that sink outside of the AMS are able to coordinate anticipated operations with AEPCO. Customer will provide to AEPCO and its Scheduling Coordinator current day changes to unit operations, in accordance with such time frames as may be established by AEPCO and/or its Scheduling Coordinator. AEPCO and Customer will develop written operational protocols and standard operating procedures (“SOPs”) to address, at a minimum, normal and emergency operations for any Customer resources dispatched by AEPCO.

### **6.2 Resource Adequacy**

Customer will comply with all applicable requirements established in the Capacity Obligation Procedure.

### **6.3 Energy Imbalance Market**

AEPCO will assign EIM charges to Customer using the same allocation methodology as set forth in Section 8 of WAPA DSW Business Practices Manual, a hyperlink to which is included in Appendix F and which may be updated from time to time. AEPCO will provide a monthly accounting of each cost and credit to Customer.

## **VII. BILLING**

### **7.1 Payment Under Other Agreements**

The invoicing, payment, and related provisions of this Article VII apply to charges and compensation due under this Agreement. It is the intent of the Parties that invoicing and payment for services provided by AEPCO to Customer, or the AMS Members, under the AEPCO Tariff or other agreements between AEPCO and Customer or between AEPCO and an AMS Member, will

be governed by and subject to the terms of the AEPCO Tariff or such other agreements, as applicable.

As provided for in Section 4.1 of this Agreement, in the event that Customer fails to satisfy its obligation to cause the AMS Member to self-provide or purchase from a third party the AMS Services required by this Agreement, or if Customer fails to comply with its resource obligations set forth in Section 6.2 of this Agreement, AEPCO will acquire and provide services and/or resources for Customer. Customer will compensate the third-party supplier of any such services and/or resources, as required, or reimburse AEPCO if AEPCO pays for such services and/or resources.

## **7.2 Invoice**

Within a reasonable time after the first day of each month after the month that either Party provides service under this Agreement, the Party providing service shall submit an invoice for the prior month to the other Party for service under this Agreement.

## **7.3 Payment**

The invoice shall be paid by the Party receiving it on the twentieth (20th) day of the invoicing month or the tenth (10th) day after receipt of the invoice, whichever occurs later (“**Payment Due Date**”). For purposes of this Article VII, the date of receipt of the bill shall be the date the invoice was sent by electronic transmission with receipt confirmed, or in the absence of electronic transmission, the date of the receipt as evidenced by return receipt of U.S. Mail First Class, postage prepaid, or the date otherwise mutually agreed to by the Parties. Payment shall be transferred by electronic wire to a bank designated by the receiving Party or by any other commercial method that provides collected funds on or before the Payment Due Date.

## **7.4 Payment Default**

In the event the Party receiving the invoice fails to make a payment to the invoicing Party by the Payment Due Date, and such failure of payment is not corrected within thirty (30) calendar days after the invoicing Party notifies the Party receiving the invoice to cure such failure, a default by the Party receiving the invoice shall be deemed to exist. Such payment default shall be addressed in accordance with the terms of Sections 8.2 and 8.3 of this Agreement.

## **7.5 Interest**

Amounts not paid by the Payment Due Date shall be payable with interest accrued on each calendar day from the due date to the date of actual payment. The interest shall be accrued at the Contract Rate of Interest.

## **7.6 Billing Disputes**

Should any portion of any invoice be questioned by a Party, the invoiced Party shall promptly furnish such information in its possession necessary for the invoicing Party to address the question(s). The invoicing Party shall promptly thereafter investigate and respond to the questions. In the event any portion of any invoice is disputed, the disputed amount shall be paid, under protest,

when due. Upon the receipt of such protest, the Parties shall handle the billing dispute in accordance with the dispute resolution procedures of Section 10.3 of this Agreement. If the protested portion of the payment is found to be incorrect, the invoicing Party shall promptly refund the over-collected amount, including interest on it accrued at the Contract Rate of Interest from the date of payment to the date of the refund.

### **7.7 No Waiver**

No payment made pursuant to this Article VII shall constitute a waiver of any right to contest the correctness of any monthly charge or credit.

### **7.8 Payment of Refunds**

Payment of refunds, if any, shall, at the option of the invoiced Party, be mailed U.S. First Class Mail. The Party receiving the refund may request that refunds or other settlement adjustments may instead be deposited via electronic wire transfer to any designated bank account.

### **7.9 Limitation on Right to Dispute**

A Party shall have the right to dispute the accuracy of any invoice or payment under this Agreement for a period of two (2) years from the date on which the invoice was initially delivered; provided, however, that any dispute with respect to an invoice or payment from a third party that is passed through from AEPCO to Customer shall be raised not later than ten (10) business days before the end of the period for disputing the third party's original invoice or payment and shall include such supporting information and documentation as may be required by the third party's billing dispute resolution procedures. Any dispute not raised within such applicable period is thereafter waived. If the invoicing Party's records reveal that a bill was not delivered, then the invoicing Party may deliver to the invoiced Party an invoice within two (2) years from the date on which the invoice would have been delivered under this Agreement. The right to payment is waived with respect to any amounts not invoiced within such two (2) year period.

### **7.10 Record-Keeping and Financial Audits**

7.10.1 Each Party, or any third-party representative of a Party, shall keep complete and accurate records, and shall maintain such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder, for the later to occur of a period of two (2) years from the date the invoice was delivered under this Agreement or the conclusion of a dispute with respect to the invoice. Within a two (2) year period from the date on which the invoice was initially delivered, any Party to the applicable transaction may request in writing copies of the records of the other Party for that transaction to the extent reasonably necessary to verify the accuracy of any statement or charge. The Party from which documents or data has been requested shall provide all reasonably requested documents and data within a reasonable time period.

7.10.2 Any Party shall have the right, at its own expense, to audit and to examine any costs or payments resulting from any service provided in this



Agreement for a period of two (2) years from the date on which the service was provided. Any Party may designate its own employee representative(s) or its contracted representatives with a certified accounting firm to conduct the audit. Any audits shall occur during normal business hours, and the Party being audited agrees to cooperate in such audit.

## VIII. DEFAULT

### 8.1 Default

The default and remedy provisions of this Article VIII apply to payment and performance defaults under this Agreement (as such defaults are defined in this Article VIII).

### 8.2 Payment Default

In the event the Party receiving an invoice fails to make payment to the invoicing Party on or before the due date for such payment, and such failure of payment is not corrected within thirty (30) calendar days after the invoicing Party provides written notice to the Party receiving the invoice to cure such failure, a default by the Party receiving the invoice shall be deemed to exist.

8.2.1 In the event of a billing dispute between the invoicing Party and the Party receiving the invoice, the invoicing Party will continue to provide service under this Agreement as long as the Party receiving the invoice complies with Section 7.7 of this Agreement.

### 8.3 Termination for Payment Default

Upon the occurrence of a default in accordance with Section 8.2, the invoicing Party may provide written notice to the Party receiving the invoice of the invoicing Party's intent to terminate this Agreement at least seven (7) calendar days from the date of such notice. The Party receiving the invoice shall have seven (7) calendar days following the receipt of the notice of termination to submit a written request to the invoicing Party to commence the dispute resolution procedures of Section 10.3 of this Agreement. If the Party receiving the invoice does not provide such notice within seven (7) calendar days of receipt of the notice of termination, then the invoicing Party may terminate this Agreement on the date specified in the notice of termination. If the Party receiving the invoice does submit a timely written request to commence dispute resolution procedures, then Section 10.3 of this Agreement shall apply. The remedy of termination shall not be exclusive of any other rights or remedies, at law or in equity, which may be available to the terminating Party.

### 8.4 Termination for Performance Default

If a Party (the "**Defaulting Party**") materially breaches its obligations to the other Party (the "**Non-Defaulting Party**") hereunder (other than a failure to pay an invoice, which is addressed in Sections 8.2 and 8.3 of this Agreement), the Non-Defaulting Party may provide to the Defaulting Party written notice of such breach, and the Defaulting Party shall have thirty (30) days from the date of such notice to cure such breach. If the Defaulting Party fails to cure such breach within such thirty (30) day period, then the Non-Defaulting Party may terminate this Agreement by written notice to the Defaulting Party that specifies a termination date at least seven (7) days

following the Defaulting Party's receipt of the notice; provided, however, that if such breach cannot be cured within thirty (30) days, then the Defaulting Party will have such longer period as may reasonably be necessary to cure such breach so long as the Defaulting Party takes reasonable steps to cure the breach during such period; and provided further, that the Non-Defaulting Party shall have seven (7) calendar days following its receipt of the notice of termination to submit a written request to commence the dispute resolution procedures of Section 10.3 of this Agreement. If the Defaulting Party does not cure, or take reasonable steps to cure, the material breach of its obligations within thirty (30) calendar days, or such longer period as provided for in the first proviso clause of the preceding sentence, or provide notice within seven (7) calendar days to commence the dispute resolution procedures following its receipt of the notice of receipt of the notice of termination, the Non-Defaulting Party may terminate this Agreement on the date specified in the notice of termination. The remedy of termination shall not be exclusive of any other rights or remedies, at law or in equity, which may be available to the Non-Defaulting Party.

### **8.5 Good Faith Efforts Following Notice of Termination**

The Parties will work in good faith, using reasonable efforts, to effectuate any necessary subsequent agreements for AMS Services. Notwithstanding the foregoing, if there is a dispute over a Party's request to terminate this Agreement, that dispute will be resolved pursuant to Section 10.3 of this Agreement.

### **8.6 Treatment of Requirements Under Existing Arrangements**

To the extent that the requirements provided for in Sections V and VI are governed by existing agreements between the AMS Members and AEPCO, this Agreement does not require Customer to become involved in such arrangements and actions or inactions under those existing agreements cannot give rise to a Default under this Agreement.

## **IX. CREDITWORTHINESS**

### **9.1 Financial Information**

SPPA shall provide AEPCO with the financial information reasonably needed to estimate the ability of each of its AMS Members to meet the financial obligations SPPA may incur under this Agreement.

### **9.2 Credit Analysis**

Without limiting the obligations of this Agreement, AEPCO shall assess the creditworthiness of each AMS Member within ninety (90) days of receipt of the financial information provided by SPPA pursuant to AEPCO's standard credit metrics and will suggest individual credit requirements (if any) for each such AMS Member. In the event of changing financial conditions of an AMS Member, the assessment may be repeated upon SPPA's request.

### **9.3 Posting of Collateral**

To the extent that AEPCO determines that a collateral posting is necessary for SPPA in support of any of the AMS Members, AEPCO may require SPPA to post collateral accordingly. AEPCO shall

not have recourse to the collateral posted by SPPA under the Energy Management Services Agreement between AEPCO and SPPA.

## **X. MISCELLANEOUS**

### **10.1 Compliance with Laws**

AEPCO and Customer shall comply with all Laws applicable to the services performed and received under this Agreement. To the extent any such requirements extend to Customer, AEPCO shall assist Customer with compliance with such applicable Laws, including provision of any reports or other information required by such applicable Laws.

Without limiting the foregoing, each Party agrees to timely cooperate and exchange information with the other Party and with WAPA (or with AEPCO to provide to WAPA) in the event that a Party or WAPA is subject to an audit, investigation spot-check, or other FERC, NERC, or WECC compliance monitoring and enforcement procedure with respect to the Applicable Reliability Standards pertaining to services under this Agreement by timely providing any supporting evidence in its possession that may be requested by the other Party or WAPA to demonstrate compliance to a reviewing authority. Without limiting the generality of the foregoing obligation to cooperate and exchange information, during an audit, investigation or similar compliance monitoring and enforcement procedure, each Party shall provide the other Party or WAPA (or AEPCO to provide to WAPA) with such supporting evidence to assist with responses to data requests and other requests for information no later than one (1) business day after it is requested, unless the Parties mutually agree to an alternative deadline.

### **10.2 Confidentiality**

The Parties acknowledge that during the course of this Agreement, the Parties may have access to Confidential Information of AEPCO and Customer, and others. Confidential Information also includes such information that the Party receives as, or has received as, confidential, belonging to those who do business with it and, except to the extent disclosed by the Party on a non-confidential basis, any intellectual property. All Confidential Information disclosed under this Agreement remains the property of the providing Party. The Parties agree that no license under any invention, patent, copyright, trade secret, or other proprietary right is granted or implied by the disclosure of Confidential Information to a Party under this Agreement. Each Party agrees that such Party, its directors, officers, and any persons employed by such Party shall not, during the term of this Agreement or at any time thereafter, use or disclose to third parties any such Confidential Information, and that each Party shall take appropriate measures to protect the Confidential Information and prevent its disclosure. The Parties also agree that while AEPCO shall have access to Customer's load, generation, sales and transmission requirements forecasts, AEPCO shall not, during the term of this Agreement or at any time thereafter, share or disclose such information in the specific, but may do so only in the aggregate form (e.g., to include such information in an aggregate total of transmission requirements for all customers). Notwithstanding the foregoing, AEPCO may provide such information in an aggregate form, with any identifying information excised, to the extent needed to support the allocation of costs among customers or to provide services to customers; provided, however, that such disclosure of aggregate information shall be

subject to a confidentiality obligation substantially similar to the one set forth herein. To the extent that aggregated and anonymized information is not sufficient to confirm the proper cost allocation, then AEPCO shall provide such additional information as is required to confirm the appropriateness of allocation. Each Party further agrees not to disclose to any other person, corporation or any other entity or otherwise display for any purposes any books, records, worksheet, data, invoice, document, drawing, letter, report, tape or any other media, or any copy or reproduction thereof, belonging to, generated by, or pertaining to the other Party without written authorization from a duly authorized representative of the other Party. In case of disclosure by a Party to its professional consultants, including, but not limited to, attorneys, accountants, investment bankers, brokers, technical and rate consultants and engineers, that Party shall be responsible for any breach of the confidentiality provisions by any such professional consultant and shall expressly advise such professional consultants in writing that the Confidential Information must be kept confidential and shall not be made available to, or communicated to third parties or clients, and shall not be used on behalf of any other client.

Confidential Information shall not include (a) information that is generally available to the public or becomes generally available to the public without breach of this Agreement or (b) information required to be posted on an Open Access Same-Time Information System or otherwise given pursuant to the law. A Party that receives any subpoena or other process served on such Party requesting, or that is ordered by court or government agency or is otherwise required in accordance with applicable Laws to disclose or produce, the other Party's information that would otherwise be confidential shall promptly advise the other Party of such request, so that the other Party may take such action as it determines to be appropriate to protect its rights and interests.

The Parties further agree to enter into written agreements regarding the non-disclosure and the non-use of Confidential Information when requested to do so by other organizations which provide proprietary data requested or obtained by a Party in connection with this Agreement. In the event of an unauthorized disclosure to a third party, the Parties agree that there is no adequate remedy at law and accordingly, in addition to any other available legal or equitable remedies, a Party will be entitled to an injunction against such breach without any requirement to post a bond as a condition of such relief. The confidentiality obligations of the Agreement shall survive termination of this Agreement.

Notwithstanding the above, the Parties acknowledge and agree that: (a) SPPA (and many of its members) is a political subdivision of the State of Arizona and, as such, is subject to Arizona law related to open meetings, public records and record retention; (b) SPPA is governed by a board of directors and is required by law to conduct meetings of the board that are open to the public; and (c) most documents and electronic information provided to SPPA will be considered public records and must be made available to members of the public upon request, unless an exemption from disclosure is applicable.

### **10.3 Dispute Resolution**

If Customer receives service under the AEPCO Tariff, then any disputes arising out of, related to or in connection with this Agreement shall be resolved in accordance with the terms and conditions of the AEPCO Tariff. If Customer does not receive service under the AEPCO Tariff but receives

service under any other agreement with AEPSCO, then any disputes arising out of, related to or in connection with this Agreement shall be resolved in accordance with the terms and conditions of such other agreement. If Customer receives service from AEPSCO under this Agreement only, then any disputes arising out of, related to or in connection with this Agreement shall be resolved in accordance with the terms of this Section 10.3.

The Parties shall attempt in good faith to resolve all disputes arising out of, related to or in connection with this Agreement promptly by negotiation. A Party may give the other Party written notice of any dispute not resolved in the normal course of business, setting forth in reasonable detail the particulars of the dispute (each such notice a “**Dispute Notice**”). Each Party shall designate a representative who shall meet at a mutually acceptable time and place within ten (10) calendar days after receipt of such Dispute Notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute. The Parties agree to provide and exchange supporting facts, records and information regarding the dispute (including calculation and bases) as part of the good faith negotiations. If the matter has not been resolved within thirty (30) calendar days after a Party’s receipt of a Dispute Notice, either Party may pursue all remedies available, either by law or in equity. Where irreparable harm will or is reasonably expected to imminently result, a Party may seek emergency injunctive relief or other expedited remedies without first submitting to the dispute resolution procedures set forth in this Section 10.3.

#### **10.4 Waivers**

In the event of a waiver of a specific provision of this Agreement, no other provisions are waived and subsequent provisions of the waived provision are not waived. No delay, short of the statutory limitations of actions, in asserting or enforcing any right arising hereunder shall be deemed a waiver of such right.

#### **10.5 Assignment**

Neither Party may assign its rights or delegate its obligations under this Agreement, without the express written consent of the other Party which shall not be unreasonably withheld. Any such assignment made without such written consent shall be null and void. Subject to this Section 10.5, this Agreement shall bind and inure to the benefit of the Parties and their successors and assigns.

#### **10.6 Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to its conflicts of law principles.

#### **10.7 Force Majeure**

No Party shall be considered to be in default in the performance of any of its obligations under this Agreement when a failure of performance shall be due to a Force Majeure. The Party claiming excused failure of performance shall promptly contact the other Party and, upon the written request of such other Party, shall promptly provide evidence that a Force Majeure has caused failure of performance. Any Party rendered unable to fulfill any obligation by reason of a Force Majeure

shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved.

### **10.8 Notices**

Any formal notice, demand or request provided for in this Agreement, or given or made in connection with this Agreement, shall be deemed to be properly given or made if delivered, or sent by electronic transmission, with a copy placed in the U.S. Mail, return receipt requested, or sent by registered or certified U.S. Mail to the person specified in Appendix B.

### **10.9 Severability**

If any part or any provision of this Agreement shall be held invalid or unenforceable by any governmental authority having jurisdiction under applicable law, said part or provision shall be ineffective only to the extent of such invalidity without in any way affecting the remaining parts of said part or provision or the remaining provisions of this Agreement. In the event that such invalidity alters the relationship of the Parties to the significant disadvantage of a Party, the Parties shall attempt to negotiate a modification of the terms of the Agreement in order to reestablish the original balance of benefits, and if such agreement is not reached, the disadvantaged Party may seek modification of the Agreement through the dispute resolution process provided in Section 10.3 of this Agreement.

### **10.10 Ambiguities**

This Agreement has been drafted, negotiated, and revised by each of the Parties hereto, each of which is sophisticated in the matters to which this Agreement pertains, and no one Party shall be considered to have drafted this Agreement. Each of the Parties and its counsel has reviewed this Agreement and the usual rule of construction that any ambiguities are resolved against the drafter shall not apply in the construction and interpretation of this Agreement.

### **10.11 Time Is of the Essence**

Time is of the essence with respect to the performance of all terms, covenants, conditions, and provisions of this Agreement.

### **10.12 Amendments**

No amendment to this Agreement shall be effective unless: (i) such amendment is in writing; and (ii) executed by both Parties.

### **10.13 Standard of Performance**

In performing its obligations under this Agreement, each Party shall conform to applicable Law and Prudent Utility Practice.

#### **10.14 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements, whether oral or written, as of the Effective Date.

#### **10.15 Survival**

All provisions of this Agreement which by their express terms survive termination of this Agreement or which by the operation of their terms are intended to be performed, in whole or in part, after termination of this Agreement, and all obligations of indemnification contained in this Agreement, shall survive any termination of this Agreement.

#### **10.16 Counterpart Signatures**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of this Agreement by electronic mail or other means of electronic transmission with an electronic signature in PDF or other manually acceptable digital format (e.g., DocuSign or Adobe Sign) by either Party's authorized representative shall be deemed an original for execution and enforcement of this Agreement.

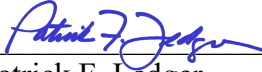
[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have caused this AEPCO Metered Sub-system Agreement to be executed as of the date set forth below.

**SOUTHWEST PUBLIC POWER AGENCY, INC.**

By: \_\_\_\_\_  
Frank McRae  
Title: General Manager  
Date: \_\_\_\_\_

**ARIZONA ELECTRIC POWER COOPERATIVE, INC.**

By:  \_\_\_\_\_  
Patrick F. Ledger  
Title: Executive Vice President and Chief Executive Officer  
Date: **November 28, 2023**



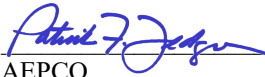
## APPENDIX A – CUSTOMER SERVICES

*This Appendix will reflect Customer's selected services and provide AEPCO a summary document to facilitate the provisions of services, tracking and invoicing. This Appendix may be amended only in writing with both Parties' signatures.*

<b>Schedule</b>	<b>Description</b>	<b>Safford Selected Service</b>	<b>Thatcher Selected Service</b>	<b>ED3/Ak-Chin Selected Service</b>	<b>ED4 Selected Service</b>	<b>GRICUA Selected Service</b>
1	Scheduling, System Control and Dispatch Service	Purchase from AEPCO	Purchase from AEPCO	Purchase from AEPCO	None	None
2	Reactive Supply and Voltage Control from Generation or Other Sources Service	Purchase from transmission provider (AEPCO)	Purchase from transmission provider (AEPCO)	Purchase from transmission provider	Purchase from transmission provider	Purchase from transmission provider
3	Regulation and Frequency Response Service	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)
4	Energy Imbalance Service	None	None	None	None	None
5	Operating Reserve – Spinning Reserve Service	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)
6	Operating Reserve – Supplemental Reserve Service	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)	Self-provide and purchase any further requirements as identified by the Capacity Obligation Procedure (COP)
9	Generator Imbalance Service	None	None	None	None	None

1T	EIM Administrative Service	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA
4T	EIM Energy Imbalance Service	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA	Allocated in the same methodology utilized by WAPA
9T	EIM Generator Imbalance Service	Allocated directly by CAISO and/or allocated the same methodology utilized by WAPA	Allocated directly by CAISO and/or allocated the same methodology utilized by WAPA	Allocated directly by CAISO and/or allocated the same methodology utilized by WAPA	Allocated directly by CAISO and/or allocated the same methodology utilized by WAPA	Allocated directly by CAISO and/or allocated the same methodology utilized by WAPA
10	EIM Unreserved Use	Allocated the same methodology utilized by WAPA	Allocated the same methodology utilized by WAPA	Allocated the same methodology utilized by WAPA	Allocated the same methodology utilized by WAPA	Allocated the same methodology utilized by WAPA
Under - frequency	UFLS Plan per NERC O&P Requirements	<a href="#">AMSA - Automatic Underfrequency Load Shedding Plan (UFLS).pdf</a>	<a href="#">AMSA - Automatic Underfrequency Load Shedding Plan (UFLS).pdf</a>	SPPA (ED3) administered plan coordinated with AEPCO	Provided by WALC	Provided by WALC
Manual Load Curtailment Plan	Emergency plan for resolving energy or capacity emergencies by reducing less critical loads in sequential order per NERC O&P Requirements	SPPA (Safford) administered plan coordinated with AEPCO	SPPA (Thatcher) administered plan coordinated with AEPCO	SPPA (ED3) administered plan coordinated with AEPCO	Provided by WALC	Provided by WALC

The Parties have caused this Appendix A to the AEPCO Metered Sub-system Agreement to be effective upon execution of the last Party's date of signature.

Customer \_\_\_\_\_ Date \_\_\_\_\_  
 **November 28, 2023**  
 AEPCO \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX B – NOTICES AND SYSTEM OPERATIONS PERSONNEL

**Notices:** All notices under this Agreement shall be provided in writing to the authorized representatives listed below. All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent (without failure or bounce-back) before or during normal business hours on a business day or, in any other case, on the next business day, (c) if by nationally or internationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified U.S. mail, return receipt requested with postage pre-paid, on the fifth (5th) business day following deposit. A Party may at any time by written notice change the designation or the address of the person to be notified.

Notices to SPPA:

Frank McRae

General Manager

Phone:

Email: [generalmanager@sppa.biz](mailto:generalmanager@sppa.biz)

Notices to AEPCO:

Patrick F. Ledger

Executive Vice President and Chief Executive Officer

P. O. Box 670

Benson, AZ 85602

Phone: (520) 586-3631

Email: [pledger@azgt.coop](mailto:pledger@azgt.coop) and [legal@azgt.coop](mailto:legal@azgt.coop)

**System Operations:** Designated personnel shall be contacted for operational activities including but not limited to outage coordination, generation dispatch and system dispatch. Any notice, request, directive, or demand of an operating nature between the Parties shall be made orally (i.e., via telephone) using the three-part communication method (or in accordance with such other requirements that may be applicable in the circumstances). The Parties agree that such oral communications may be recorded. If they are not recorded, then such communications will be confirmed via email or writing, as soon as practical and as circumstances permit.

SPPA:

Dennis Delaney  
SPPA Project Manager  
Phone: 480-610-8741  
Email: [dld@krsaline.com](mailto:dld@krsaline.com)

City of Safford, Arizona  
Jason Brimhall  
Utility Director  
Phone: 928-432-4200  
Email: [jbrimhall@saffordaz.gov](mailto:jbrimhall@saffordaz.gov)

Electrical District Number 3 of Pinal County, Arizona/Ak-Chin Energy Services

Brian Yerges  
General Manager  
Phone: 520-424-0420  
Email: [brian.yerges@ed-3.org](mailto:brian.yerges@ed-3.org)

Electrical District Number 4 of Pinal County, Arizona

Ron McEachern  
General Manager  
Phone: 520-466-7336  
Email: [ron@caidd.com](mailto:ron@caidd.com)

Gila River Indian Community Authority

Ken Stock  
General Manager  
Phone: 520-796-0600  
Email: [kstock@gricua.com](mailto:kstock@gricua.com)

Town of Thatcher, Arizona

Heath Brown  
Town Manager and General Manager  
Phone: 928-428-2290  
Email: [hbrown@thatcher.az.gov](mailto:hbrown@thatcher.az.gov)

AEPCO:

Robert Bray  
System Operations Manager  
P. O. Box 670  
Benson, AZ 85602  
Phone: (520) 586-5237 office; (520) 368-6566 mobile  
Email: [rbray@azgt.coop](mailto:rbray@azgt.coop)

**SPPA's Designated Agent (if applicable):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## APPENDIX C – INTERCONNECTION AND METERING FACILITIES

The Customer points of connection of the AEPSCO Metered Sub-system are defined by the following boundaries:

Member	Within AMS Physical Ties	Native BAA	LOAD METERING POINT	AEPSCO MV90 METER NAME
ED3/Ak-Chin	NO	APS	SAR - ED3 MARICOPA	SAR492
ED3/Ak-Chin	NO	APS	SAR - ED3 RING BUS	SAR502
ED3/Ak-Chin	NO	APS	SAR - ED3 MARICOPA 2	SAR503
ED3/Ak-Chin	NO	APS	SAR - ED3 T1	SAR504
ED4	NO	WALC	ED4 WEST BUS	ED4185
ED4	NO	WALC	ED4 CENTER BUS	ED4186
ED4	NO	WALC	ED4 EAST BUS	ED4189
ED4	NO	WALC	EMPIRE 369	EMP369
SAFFORD	YES	WALC	CITY OF SAFFORD	SAFFORD CITY
THATCHER	YES	WALC	NORTH TCHATCHER	NTHATCHER
THATCHER	YES	WALC	REAY	REAY METER
THATCHER	YES	WALC	DALEY	DALEY METER
THATCHER	YES	WALC	COX	COX METER
THATCHER	YES	WALC	RR TRACK	RR TRACK METER
THATCHER	YES	WALC	8TH STREET	8TH STREET MET
THATCHER	YES	WALC	LOAD PROFILE METER	BUP LOAD PROFILE UPLOAD
GRICUA	NO	WALC	SCIP_LOB KW1A	LOB507
GRICUA	NO	WALC	SCIP_LOB KW6A	LOB509

## **APPENDIX D – APPROVED CUSTOMER LOAD SHED PROCEDURE**

The Customer Load Shed Procedure Link, as it may be amended an in effect from time to time, is available at:

[AMSA - SPPA Load Curtailment Plan.pdf](#)

[AMSA - City of Safford Curtailment Plan.pdf](#)

## **APPENDIX E – CAPACITY OBLIGATION PROCEDURE**

The Capacity Obligation Procedure Link, as it may be amended an in effect from time to time, is available at:

[AMSA - Capacity Obligation Procedure.pdf](#)



## **APPENDIX F – WAPA DSW BUSINESS PRACTICES MANUAL LINK**

The WAPA DSW Business Practices Manual, as it may be amended an in effect from time to time, is available at:

<http://www.oatioasis.com/WALC/>

**SPPA PROJECT CONTRACT NO. 2023-1**  
**(AEPCO MSA Project)**

This **SPPA PROJECT CONTRACT NO. 2023-1** (the “Project Contract”) is to be effective as of the \_\_\_ day of November, 2023 (the “Effective Date”), and is entered into by and among Southwest Public Power Agency, Inc., an Arizona nonprofit corporation and a political subdivision of the State of Arizona (“SPPA”), and those entities who have executed this Project Contract or a Project Participation Agreement (each a “Project Member” and, collectively, the “Project Members”).

**RECITALS**

A. SPPA is a political subdivision of the State of Arizona created pursuant to an Intergovernmental Agreement, dated July 31, 2014 (the “IGA”), entered into by a number of public entities (the “SPPA Members”), including some of the Project Members, under the authority granted under A.R.S. § 11-952.

B. Section 4 of the IGA grants numerous powers to SPPA, including the power to enter into contracts with one or more of the SPPA Members, including a contract for a project.

C. Under Section 2(n) of the IGA, a Project Contract is a contract between SPPA and two or more of the SPPA Members that are a party to the IGA, providing to each such SPPA Member an entitlement or a right to participate in the capacity, output or service of a project of SPPA, and obligating each such SPPA Member to make payments with respect to the costs thereof in accordance with the terms of the Project Contract.

D. The project which is the subject of this Project Contract is the AEPCO MSA Project (“Project”).

E. The undersigned SPPA Members wish to participate in this Project and to become Project Members.

F. Under Section 5(b) of the IGA, SPPA may offer Project participation to entities that are not signatories to the IGA.

G. Project Members are directly or indirectly interconnected with the AEPCO transmission system and each of the Project Members are required to procure from AEPCO services for maintaining a balance between load and resources within the sub-system.

H. AEPCO has presented a proposed contract for metered sub-system services to the Project Members. The Project Members intend to contract individually with AEPCO for these AMS services in the future, but cannot have the necessary contractual agreements in place in the time required.

I. SPPA is willing to contract with AEPCO for the necessary services on behalf of the Project Members for a period not to extend past September 30, 2024.

J. Each Project Member desires for SPPA to manage the AEPCO Metered Sub-System Agreement as it applies to each Project Member.

K. Each Project Member will pay for its respective share of the Project Costs and the Project Administrative Costs, in accordance with the terms of this Project Contract and each Project Member's Resale Agreement.

L. Pursuant to Section 5(b) of the IGA, when a Project Contract is entered into between two or more SPPA Members, the limitations on the exercise of common powers of the Members contained in the IGA are only applicable to the common powers of the SPPA Members entering into the Project Contract. The Project Members have the common powers to obtain AMS Services from AEPCO.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Project Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1 DEFINITIONS**

- 1.1. "Administrative Share" means each Project Member's share of Project Administrative Costs, and set forth in Exhibit A.
- 1.2. "AMSA" means the AEPCO Metered Sub-System Agreement between Arizona Electric Power Cooperative, Inc., and Southwest Public Power Agency, Inc., as amended from time to time.
- 1.3. "AMS Services" has the meaning set forth in the AMSA.
- 1.4. "Bankruptcy Proceeding" Project means with respect to a Party, such Party (i) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (ii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iii) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and solely with respect to any such proceeding or petition that is instituted or presented by a party other than the Party with respect to which such proceeding or petition relates is not dismissed within fifteen (15) days after the filing thereof, (iv) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (vi) causes or is subject to any event with respect to which, under applicable law, has an analogous effect to any of the events specified in clauses (i) through (v), or (vii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

- 1.5. “Business Day” means a day that is not a Saturday, a Sunday or a day on which banking institutions are not required to be open, or are authorized or required to close, in the State of Arizona.
- 1.6. “Effective Date” has the meaning given in the preamble to this Project Contract.
- 1.7. “Event of Default” has the meaning given in Article 11.
- 1.8. “Force Majeure” has the meaning given in the AMSA.
- 1.9. “Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.
- 1.10. “Participation Agreement” means the agreement executed between SPPA and an eligible entity. A form of Participation Agreement is attached at Exhibit C.
- 1.11. “Party” or “Parties” means SPPA or any Project Member or Members.
- 1.12. “Penalty Interest Rate” means, for any day of a calendar month, 1/365 of the sum of the per annum prime lending rate published in *The Wall Street Journal* under “Money Rates” on the first Business Day of such month, plus two (2) percentage points (two hundred (200) basis points), provided that the Penalty Interest Rate shall not exceed the maximum rate permitted by applicable law.
- 1.13. “Project Administrative Costs” means any necessary expenditures related to obtaining or managing the AMSA, including, but not limited to, the cost of SPPA personnel or contractors performing work attributable to the Project and legal costs attributable to the Project.
- 1.14. “Project Contract” means this Project Contract, as fully executed by SPPA and the Project Members.
- 1.15. “Project Management Committee” means the Committee composed of one representative (or an alternate) of each Project Member, as described in Article 9.
- 1.16. “Project Member” means a SPPA Member that has executed this Project Contract and whose participation herein has not been terminated, or a Project Participant that has executed the Participation Agreement and whose participation therein has not been terminated.
- 1.17. “Project Participant” means an entity that has executed a Participation Agreement and whose participation therein has not been terminated.

- 1.18. “Project Costs” means the amounts AEPCO bills to SPPA associated with the AMSA.
- 1.19. “Resale Agreement” means that agreement titled “AEPCO MSA Resale Agreement between Southwest Public Power Agency and Participants,” as amended from time to time, that sets forth further each Project Member’s and Project Participant’s duties and obligations to SPPA regarding the Project.
- 1.20. “SPPA” means the Southwest Public Power Agency, Inc.
- 1.21. “SPPA Member” means a signatory to the IGA whose participation therein has not been terminated.
- 1.22. “Termination Date” means September 30, 2024, the date when this project terminates as Project Members are expected to have executed their own agreements for AMS Services with AEPCO.
- 1.23. “Tribal Participant” means a Participant that is a tribal utility of its respective Indian Tribe, Nation, and/or Community.
- 1.24. “Voting Percentage” means for each Project Member, its voting share for purposes of weighted votes taken by the Project Management Committee, as such share is determined from time to time by the Project Management Committee and presented in Exhibit A.

## **ARTICLE 2 PROJECT**

- 2.1. The AEPCO MSA Project will allow SPPA to contract with AEPCO on behalf of the Project Members for AMS Services, and for SPPA to manage that contract obligations on behalf of Project Members
- 2.2. SPPA agrees to execute the AMSA upon execution of a Resale Agreement by each of the initial Participants who execute this Project Agreement, and to manage the AMSA for a period not to extend beyond the Termination Date.
- 2.3. This Project Contract is intended to provide a mechanism to allow each Project Member to directly and independently fund its share of Project Costs and Project Administrative Costs attributable to the Project.

## **ARTICLE 3 AMSA AND RESALE AGREEMENT**

- 4.1. The AMSA, together with the Resale Agreement, shall become an Addendum to this Project Contract.
- 4.2. Each Project Participant executing a Resale Agreement commits to purchasing or paying for the AMS Services as set forth in the Resale Agreement.

**ARTICLE 4  
FUNDING**

- 4.1. Each Project Member shall pay SPPA its share of the Project Costs and the Project Administrative Costs, as provided in the respective Resale Agreements.

**ARTICLE 5  
MEETINGS**

- 5.1. The Project Management Committee may hold meetings, but Project Members currently contemplate receiving progress reports and discussing the Project at the SPPA board of directors' meetings.

**ARTICLE 6  
TERM AND TERMINATION**

- 6.1. The term of this Project Contract will begin on the Effective Date and, subject to the provisions for termination following a Event of Default described in Article 11, will continue until the Termination Date unless the Project Members vote to terminate or suspend it before that date because the AMSA has been terminated and no further obligations exist for any Project Participant. The Project Contract is renewable beyond the Termination Date only upon mutual written agreement by the Project Members and SPPA, which SPPA may withhold in its unilateral discretion. Upon the event of termination, the provisions of this Project Contract shall survive with respect to such matters as billing, payment, confidentiality and indemnification as they relate to the period prior to termination.
- 6.2. The Project Members may vote to admit new Project Members. When a new Project Member is added, SPPA will revise the table at Exhibit A to reflect the new Administrative Share percentages, and the new Voting Percentages using the methodology shown therein.

**ARTICLE 7  
STANDARD OF CONDUCT**

- 7.1. In discharging its duties and responsibilities hereunder, SPPA shall at all times perform these functions in accordance with the terms of this Project Contract and other applicable agreements, all lawful directions of the Project Management Committee, applicable laws and government approvals and Good Utility Practice.

**ARTICLE 8  
ADDITION AND REMOVAL OF PARTICIPANTS**

- 8.1. Upon approval of the Project Management Committee pursuant to Article 9, new Project Participants may be added as Parties to this Project Contract.
- 8.1.1. Each new Project Participant shall execute (i) the form of Participation Agreement attached hereto as Exhibit C; and (ii) one or more new Resale

Agreements or Participation Agreements for existing Resale Agreements, as updated to reflect the new Project Participant.

- 8.1.2. Acceptance of a new Project Participant may be subject to a requirement that it make a payment determined by the Project Management Committee. Such payments shall be set forth in the new Project Participant's Participation Agreement. Such payments will be used as directed by the Project Management Committee, to reduce fees and/or accumulate equity for the benefit of the Project, or for other appropriate purposes.
- 8.2. Notwithstanding Article 20.3 hereof, changes to Exhibit A to reflect the entry of a new Project Participant or termination of this Project Contract with respect to a Project Participant shall be made as a matter of course by SPPA and shall not require formal amendment of this Project Contract.

## **ARTICLE 9 PROJECT MANAGEMENT COMMITTEE**

- 9.1. Project Members shall make decisions regarding activities hereunder, and oversee and guide SPPA's management of the Project, the AMSA, and the Resale Agreements through the Project Management Committee.
- 9.2. The Project Management Committee shall consist of one authorized representative from each Project Member. Each Project Member may designate a representative and one or more alternates, but only one representative for each Project Member may vote on any occasion when a vote is taken. The same individual may be appointed to serve as the representative or alternate for more than one Project Member. However, a Project Member shall not appoint as its representative or alternate (i) any employee of SPPA or (ii) any employee or principal of a consulting firm or law firm providing services under a contract to SPPA, unless such individual is by contract acting in a management capacity for the Project Member.
- 9.3. Each Project Member shall evidence the appointment of its representative (and alternate(s), if applicable) by written notice to SPPA, which SPPA shall promptly distribute to the other Project Members, and by similar notice, any Project Member may change its representative (or alternate(s)) on the Project Management Committee at any time. The Project Management Committee will also develop and provide to SPPA a list of all necessary and appropriate contacts of Project Member personnel. Each Project Member shall promptly inform SPPA in writing whenever there is a change in its personnel to be included on the list.
- 9.4. Each Project Member shall be entitled to one vote on matters that come before the Project Management Committee, unless a Project Member objects. In the event of such objection, the Project Management Committee shall employ weighted voting, by requiring each member to vote the Voting Percentage of the Project Member that he or she represents. Project Management Committee approval shall be obtained by the

assenting vote of the majority of the Project Management Committee, voting either per capita or by Voting Percentages.

- 9.5. Each Project Member's Voting Percentage shall be shown in Exhibit A.
- 9.6. At its first meeting, the Project Management Committee shall, by majority vote, select a chairperson from among the Project Member representatives serving on the Project Management Committee.
- 9.7. The Project Management Committee shall meet on an as-needed basis as determined by the chairperson of the Project Management Committee. SPPA shall arrange for the location and other logistical support (e.g., teleconference access, refreshments) for meetings of the Project Management Committee, issue meeting notices, keep records of the meetings, and provide all other reasonable and necessary facilitation of such meetings.
- 9.8. Special meetings of the Project Management Committee may be convened by the chairperson between scheduled meetings, and shall be convened by the chairperson if he or she receives a request from two (2) or more Project Management Committee members or SPPA.
- 9.9. Actions by the Project Management Committee pursuant to this Project Contract, including the giving of instructions and/or authority to SPPA in connection with its responsibilities hereunder, shall be taken at meetings of the Project Management Committee duly called and with adequate notice to all Project Members. SPPA shall provide written notice of any meeting of the Project Management Committee (a) to each Project Member in the same manner, with as much advance notice as is practicable (normally one week in advance, unless in the event of emergency), and (b) in compliance with applicable open-meeting laws.
- 9.10. Participation by authorized representatives at Project Management Committee meetings may be in person, via telephone, or videoconference. A quorum shall consist of those authorized representatives present in person or via phone or other technology representing a numerical majority of the Project Members.

## **ARTICLE 10 BILLING AND PAYMENT**

- 10.1. Billing and Payment shall be governed by the Resale Agreements.



## **ARTICLE 11 DEFAULT**

- 11.1. The following shall constitute an event of default on the part of the applicable Party (“Event of Default”):
- 11.1.1. A Party fails to make payment when due of any amounts duly invoiced hereunder, and the Party does not cure the non-payment within seven (7) Business Days following receipt by the Party of written notice.
  - 11.1.2. A Party becomes subject to a Bankruptcy Proceeding.
  - 11.1.3. Any representation or warranty made by a Party is false or misleading in any material respect when made or when deemed made or repeated.
  - 11.1.4. A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of the Party under this Project Contract by operation of law or pursuant to an agreement reasonably satisfactory to the other Parties.
  - 11.1.5. A Party commits a breach of its obligations under this Project Contract not otherwise excused by Force Majeure, other than a payment default as set forth in Section 11.1.1, unless:
    - (a) such Party commences and diligently pursues to cure such breach upon receipt of written notice of such breach; and
    - (b) the breach is cured within ten (10) Business Days of receipt of such written notice; provided, however, that if (A) such breach is not, by its nature, capable of being cured within such ten (10) Business Day period, and (B) such Party is diligently and in good faith proceeding to attempt to cure such breach, such Party shall be allowed such additional time, which shall in no event exceed an additional twenty (20) Business Days, as may reasonably be required to cure such breach.
- 11.2. A defaulting Project Member shall not have the right to vote on matters coming before the Project Management Committee during the period in which the default remains uncured, although its representative (or alternate(s)) may still attend all meetings of the Project Management Committee; provided, however, the Project Management Committee may exclude the defaulting Project Member from discussions regarding the defaulting Project Member.
- 11.3. Upon the occurrence and during the continuance of an Event of Default by a Project Member, the Project Management Committee may, voting without the defaulting Project Member, do any or all of the following: (i) take such actions as are permitted or required under the relevant Resale Agreement; (ii) terminate this Project Contract with respect to

such Project Member and provide notice to AEPCO that the defaulting Project Member is to be removed from the AMSA; and/or (iii) pursue any and all other remedies against the defaulting Project Member available at law or in equity, subject to the dispute resolution procedures set forth in Article 17 and the other limitations set forth in this Project Contract. To the extent that the Event of Default involves nonpayment of the Project Member's Project Costs or Project Administrative Costs, SPPA or the Project Management Committee may, voting without the defaulting Project Member, also do any or all of the following: (i) draw upon the Project Member's security to satisfy any outstanding obligations to AEPCO or SPPA; and/or (ii) terminate the Project Member's participation in the Project. Any actions undertaken by SPPA shall be effective immediately upon written notice to the defaulting Project Member.

- 11.4. Upon the occurrence and during the continuance of an Event of Default by SPPA, one or more affected Project Members may pursue the dispute resolution procedures set forth in Article 17, subject to all applicable limitations set forth in this Project Contract. In no event, however, shall any Project Member be entitled, by virtue of an Event of Default by SPPA, to (i) terminate the Project Member's own participation in this Project Contract, or (ii) terminate this Project Contract in its entirety.
- 11.5. Each Project Member acknowledges that (i) effective operation of the Project for the benefit of the Project Members will require exercise of business judgment by SPPA officers, directors, personnel and consultants on the basis of information available to them, and (ii) while SPPA's aim will be to enhance value and reduce risk to the Project Members, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or Event of Default by SPPA be based on the dissatisfaction of one or more Project Members with SPPA's management of the AMSA, absent a showing of gross negligence or willful misconduct by SPPA.

## **ARTICLE 12 INDEMNIFICATION**

- 12.1. The Project Members shall, severally and not jointly, indemnify and hold SPPA and SPPA's members, directors, officers, attorneys, employees, subcontractors, agents and assigns harmless for, from and against any and all liability (including third-party claims, losses, damages, attorneys' fees, and litigation costs) that SPPA may sustain or suffer as a result of SPPA's performance of its obligations under this Project Contract. Such indemnity shall not apply (i) to the extent such liability is covered by insurance, and/or (ii) if and to the extent that such liability was caused directly or indirectly by the fraud, gross negligence, willful misconduct, or breach of obligation under this Project Contract of SPPA; provided, however, that, notwithstanding such exclusion, such indemnity shall apply if and to the extent that the conduct of SPPA that would otherwise give rise to such exclusion was undertaken specifically at the express direction of the Project Management Committee and was reasonably necessary in order to carry out such direction.
- 12.2. If a customer of a Project Member makes a claim or brings an action against one or more of the other Project Members for any death, injury, loss, or damage arising out of or in

connection with this Project Contract, the Project Member whose customer is making the claim shall indemnify and hold harmless SPPA and the other Project Members and their directors, officers, and employees from and against any liability for such death, injury, loss, or damage, unless such claim or action arises from the gross negligence or willful misconduct of SPPA or the other Project Member(s).

### **ARTICLE 13 PROJECT MEMBER OBLIGATIONS**

- 13.1. Each Project Member will cooperate with SPPA and the other Project Members in fulfilling the objectives of this Project Contract. Without limiting the foregoing, each of the Project Members agrees that it will cooperate with SPPA, promptly, as and when reasonably requested by SPPA in order for it to perform its duties, responsibilities and obligations under this Project Contract, including taking all reasonable actions necessary to comply with applicable laws and to obtain any necessary or desirable government approvals, and executing and delivering documents, certificates or instruments necessary or appropriate to SPPA's duties, responsibilities and obligations under this Project Contract.
- 13.2. The Project requires SPPA to act to manage the AMSA for the Project Members. Each Project Member shall be responsible and liable for performance of its obligations under this Project Contract and failures to perform shall be addressed in accordance with Article 11. The obligation of each Project Member to make payments under this Project Contract is a several obligation and not a joint obligation with those of the other Project Members, or SPPA.

### **ARTICLE 14 TRANSFERS AND ASSIGNMENTS**

- 14.1. SPPA shall not assign this Project Contract.
- 14.2. No Project Member shall have the power or the right, without the prior approval of a majority of the Project Management Committee, voting without the transferring Project Member, which approval shall not be unreasonably delayed or withheld, to permanently transfer or assign all or any part of its rights and duties under this Project Contract.
- 14.3. Should any Project Member desire to permanently transfer or assign its rights and obligations under this Project Contract (the "Transfer Interest") to any other entity or agency (including without limitation one or more other Project Members), the following conditions shall apply:
  - 14.1.1. At the time of the transfer either (a) the transferring Project Member must not be in default of any of its material obligations under this Project Contract or (b) such default must be cured on or prior to the transfer date.
  - 14.1.2. The transferring Project Member must transfer or assign to the same transferee or assignee the Project Member's entire load and its share of the AMSA.

- 14.1.3. The transferee or assignee must meet any eligibility requirements to become a Project Member.
- 14.1.4. The transfer shall be made subject to all of the benefits and burdens of this Project Contract and shall not relieve the transferring Project Member of any obligations or liabilities incurred prior to the transfer.
- 14.1.5. The proposed transferee shall, effective as of the receipt of such Transfer Interest, assume and agree, in writing, delivered to the other Parties, to perform the provisions of this Project Contract, and at such point shall be deemed a Project Member under this Project Contract. Upon receipt of such written agreement by the transferee to assume all of the transferring Project Member's rights and obligations being assigned, the other Parties shall release the transferring Project Member from any liability accruing or arising after the date of the transfer in respect of the rights and obligations so assigned.
- 14.1.6. In no event shall any transfer be permitted if it would jeopardize the tax-exempt status of any bonds issued by SPPA.

#### **ARTICLE 15 SCHEDULING**

- 15.1. Scheduling of the Product which is the subject of this Project Contract will be done pursuant to the AMSA and the Resale Agreements.

#### **ARTICLE 16 FORCE MAJEURE**

- 16.1 The Force Majeure provisions or similar provisions in the AMSA and Resale Agreement will apply under this Project Contract. For the removal of doubt, no event of Force Majeure shall operate to provide relief, allow delay or otherwise excuse the obligations of a Party to make payments required by this Project Contract.

#### **ARTICLE 17 DISPUTE RESOLUTION**

- 17.1. Any controversy between or among two or more of the Parties hereto, arising out of or relating to this Project Contract, or any breach hereof or default hereunder, may be submitted to binding arbitration upon agreement of the Parties in the dispute, or otherwise may be resolved in any court of competent jurisdiction. Provided, however, that no Party shall seek to arbitrate or litigate a controversy between or among the Parties without the Party's most senior executive first attempting in good faith to resolve the dispute with the most senior executive(s) of the other Party(ies) involved in the dispute. Such executives shall decide, within ten (10) Business Days of a written notice of the dispute, the maximum period during which they will attempt to resolve the dispute before any Parties may initiate arbitration or litigation. If such executives fail for any reason to agree upon a maximum period during which they will attempt to resolve the controversy, then the maximum period shall end forty-five (45) days after the written notice of dispute.

- 17.2. EACH OF THE PARTIES WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN OR AMONG TWO OR MORE OF THE PARTIES TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS PROJECT CONTRACT OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS PROJECT CONTRACT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 17.3. The prevailing Party(ies) shall be entitled to recover from the opposing Party(ies) involved in any litigation hereunder the prevailing Party's reasonable attorneys' fees and costs (including reasonable expert witness fees) incurred in connection with such litigation.
- 17.4. Upon the occurrence of any Event of Default, the non-defaulting Parties shall be entitled to exercise all remedies available to them at law or in equity, including specific performance, it being agreed that monetary damages may not be an adequate remedy for the breach of the Parties' obligations hereunder. Provided, however, that notwithstanding any remedies otherwise available to the non-defaulting Parties at law or in equity that may be pursued, in the event of a breach or default by any Party it is the Parties' intention that (a) this Project Contract may be terminated as to any Party or in its entirety only pursuant to its express terms; (b) the Project Members shall have no right to terminate or replace SPPA; and (c) in no event shall any Party be liable to any other Party for indirect, special, consequential or exemplary damages arising out of or in any way related to this Project Contract.

## **ARTICLE 18 REPRESENTATIONS AND WARRANTIES**

- 18.1. Each Party hereby represents and warrants as follows to each other Party (i) as of the Effective Date, for SPPA and each of the initial Project Members, and (ii) as of the subsequent Effective Date for SPPA and each subsequent Project Member:
- 18.2. It: (a) is duly formed, validly existing and in good standing under the applicable laws of the jurisdiction of its formation, (b) has all requisite power and all material government approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is duly qualified to do business in all jurisdictions in which the nature of the business conducted by it or proposed to be conducted by it makes such qualification necessary.
- 18.3. It has all necessary power and authority to execute, deliver and perform its obligations under this Project Contract, and the execution, delivery and performance by it of this Project Contract have been duly authorized by all necessary action on its part.
- 18.4. The execution, delivery and performance by it of this Project Contract does not and shall not:
- 18.1.1. Violate its constituent documents;

- 18.1.2. Result in a breach of or constitute a default under any other material agreement to which it is a party.
- 18.5. This Project Contract: (a) has been duly authorized and duly and validly executed and delivered by it; and (b) assuming the due authorization, execution and delivery thereof by the other Parties hereto, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms, conditions and provisions, except as the same may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general principles of equity.
- 18.6. All government approvals necessary under any applicable law in connection with the due execution and delivery of, and performance by it of its obligations and the exercise of its rights under, this Project Contract have been duly obtained or made and are in full force and effect, are final and not subject to appeal or renewal, are held in its name and are free from conditions or requirements compliance with which could reasonably be expected to have a material adverse effect or which it does not reasonably expect to have a material adverse effect or which it does not reasonably expect to be able to satisfy.

**ARTICLE 19**  
**ARIZONA STATUTORY PROVISIONS AND WAIVERS**

- 19.1. The Parties hereby acknowledge that certain of the Parties that are political subdivisions may, pursuant to A.R.S. § 38-511, “within three years after its execution, cancel any contract, without penalty or further obligation, . . . if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of [that political subdivision] is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.” It is agreed and understood by all of the Parties that the representation by Spiegel & McDiarmid LLP and Clark Hill PLC of the Parties, as a group, in the development and drafting of this Project Contract is not intended to be and shall not constitute a basis for invoking cancellation pursuant to A.R.S. § 38-511.
- 19.2. Each of the Parties subject to A.R.S. § 38-511 agrees that if it elects to exercise its cancellation right pursuant to A.R.S. § 38-511 (based upon facts that were not known to it at the time of execution of this Project Contract, or based upon facts known prior to execution if, contrary to the parties' intentions, such facts would constitute a valid basis for exercising the cancellation right), it shall provide at least twelve (12) months' notice of such cancellation.
- 19.3. In light of the fact that certain of the Parties are government entities subject to A.R.S. § 41-4401, SPPA warrants that it will register or has registered with, and will continue to participate in, the E-Verify program established by the United States Department of Homeland Security and Social Security Administration, or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects SPPA to potential penalties, including termination of this Project Contract as to those Project Members subject to A.R.S. § 41-4401, except as

provided in A.R.S. § 41-4401(C), and understands that the Project Members subject to A.R.S § 41-4401 have the right to inspect the papers of SPPA or any of its employees involved in SPPA's performance of this Project Contract to ensure compliance with this paragraph. If any of the Project Members subject to A.R.S § 41-4401 exercises its termination rights pursuant to the statute, then the Administrative Shares and Voting Percentages of the remaining Project Members shall be adjusted accordingly.

19.4. The Participants acknowledge that certain of the Participants are Tribal Participants. The following provisions will apply if one of the Parties to a dispute is a Tribal Participant.

1. Each Tribal Participant irrevocably waives its sovereign immunity for the limited purposes of any action or arbitration (i) arising out of or pertaining to this Project Contract, (ii) enforcing any agreement to arbitrate a dispute pursuant to Article 17, and (iii) enforcing any arbitration award rendered in an arbitration. Each limited waiver provided herein shall be authorized pursuant to a resolution (copies of which shall be included in an **Exhibit D** hereto) from either (y) the governing body of the Tribal Participant if duly authorized to waive its sovereign immunity without the approval or consent from its associated Indian Tribe, Nation or Community or (z) the governing body of the Indian Tribe, Nation or Community that is associated with the Tribal Participant if the Tribal Participant is not independently authorized to waive its sovereign immunity. Each Tribal Participant further agrees that it will not raise failure to exhaust federal administrative or tribal administrative or judicial remedies as a defense to any such action. The waivers provided herein are limited to actions filed in the United States District Court for the District of Arizona, and appropriate appellate review, if and to the extent that jurisdiction is otherwise proper in those courts. If jurisdiction is not proper in the above-listed courts, then such waivers shall extend to actions, filed in the courts of the State of Arizona and appropriate appellate review of such courts. If such federal and state courts are finally determined not to have jurisdiction over such action, then the waivers shall extend to actions filed in any court of competent jurisdiction. With respect to actions filed as specified above in a court of the State of Arizona, venue shall be exclusively in the Maricopa County, Arizona, Superior Court. The limited waivers provided herein apply only to Tribal Participants and shall not, under any circumstances, be interpreted, construed or extended to include any sovereign immunity rights independently or separately held by an Indian Tribe, Nation or Community that is associated with a Tribal Participant.
2. The limited waivers set forth in this Article 19 shall apply to the enforcement of any agreement to arbitrate under this Project Contract, including a pre-arbitration injunction, pre-arbitration attachment, other order in aid of arbitration proceedings, or the enforcement of any award in arbitration, or orders or judgments in litigation. However, the remedies rendered in any such arbitration or litigation shall be limited to specific performance of this Project Contract or money damages. The court or arbitrator shall have the authority to order execution against (a) any assets or revenues of the Tribal Participant, including without limitation all revenues of such Tribal Participant, excluding all realty

owned by the Tribal Participant upon which any assets of such Tribal Participant are located, and (b) proceeds of any applicable insurance policies maintained by the Tribal Participant. In no instance shall any enforcement be allowed against any assets of an Indian Tribe, Nation or Community that is associated with a Tribal Participant, other than the limited assets of the Tribal Participant set forth in this Article.

## **ARTICLE 20 MISCELLANEOUS**

- 20.1. Severability. Each provision set forth in this Project Contract is independent and severable from the others, and no restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other or others of them may be unenforceable in whole or in part. If any provision of this Project Contract is unenforceable for any reason whatsoever, that provision will be appropriately limited and given effect to the maximum extent permitted by applicable law.
- 20.2. Binding Effect. This Project Contract will be binding upon the Parties' respective successors and assigns.
- 20.3. Entire Agreement. This Project Contract, and the Exhibits hereto, contain the entire agreement between the parties with regard to the establishment and administration of the Project and supersedes and replaces any and all other agreements, written or oral, made prior to the date of this Project Contract with regard to the same subject matter. All prior negotiations and understandings with regard to the establishment and administration of the Project are merged into this Project Contract. Modification or amendment of this Project Contract will be made only in writing and subscribed to by the parties.
- 20.4. Construction. The parties agree that they have had the opportunity to participate in the drafting of this Project Contract and that the respective legal counsel for such parties has had the opportunity to review this Project Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied to the interpretation of this Project Contract. No inference in favor of, or against, any party may be drawn from the fact that one party has drafted any portion of this Project Contract.
- 20.5. Governing Law. This Project Contract and all questions relating to its validity, interpretation, performance and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Arizona.
- 20.6. Confidential Communications. The Parties have a common interest with respect to the Project and, in order to facilitate that common interest, the Parties recognize that it might be necessary to exchange information among themselves and their counsel that might otherwise be subject to the attorney-client privilege, work product doctrine, or other applicable protection. The Parties agree that any exchange of information in connection with this Project Contract or AEPCO MSA Project is not intended to waive any attorney-client privilege, work product doctrine, or other applicable protection from disclosure to



third parties that might be otherwise available. Accordingly, it is the intention and understanding of the Parties that all work product of or communications made among any of the Parties or their counsel relating to this Project Contract or the AEPCO MSA Project (including but not limited to information and communication contained in documents, memoranda, correspondence, drafts, notes, reports, communications among counsel, or counsel and clients including their employees, consultants, board members and advisors, or the sharing or exchange via any media, including but not limited to electronic media) as well as any other material and information that would otherwise be protected from disclosure to third parties are and will remain confidential and protected from disclosure to any third party by the Parties' respective attorney-client privilege, the work product doctrine, and other applicable privileges.

- 20.7. Notices. Unless otherwise expressly provided for in this Project Contract, all notices to a Party in connection with this Project Contract shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above unless waived. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed to SPPA and to Project Participants at the addresses provided in Exhibit B, or to such other address as any Party may designate by written notice to the other Parties. SPPA will update Exhibit B to reflect changes, without the necessity of amending this Project Contract.
- 20.8. This Project Contract may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signatures appear on the next page]

This Agreement is entered into by the parties and to be effective as of the Effective Date indicated above.

**“SPPA”**

Southwest Public Power Agency, Inc., an Arizona nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**“PROJECT MEMBERS”**

AK-CHIN ENERGY SERVICES

Approved as to Form:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

ELECTRICAL DISTRICT NO. 3 OF PINAL COUNTY

Approved as to Form:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

ELECTRICAL DISTRICT NO. 4 OF PINAL COUNTY

Approved as to Form:

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SAFFORD (CITY OF)

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TOWN OF THATCHER

Approved as to Form:

By: \_\_\_\_\_  
Name: Heath Brown  
Title: Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
Participant Percentages

<b>Number</b>	<b>Project Member</b>	<b>Voting Percentage</b>
1	Ak-Chin Energy Services	16.6%
2	Electrical District Number 3 of Pinal County, Arizona	16.6%
3	Electrical District Number 4 of Pinal County, Arizona	16.6%
4	Gila River Indian Community Authority	16.6%
5	City of Safford, Arizona	16.6%
6	Town of Thatcher, Arizona	16.6%

**Exhibit B**  
Notices

SPPA:

Dennis Delaney; Frank McRae

SPPA Project Manager; General Manager

Phone: 480-610-8741

Email: [dld@krsaline.com](mailto:dld@krsaline.com); [generalmanager@sppa.biz](mailto:generalmanager@sppa.biz)

City of Safford, Arizona

Jason Brimhall

Utility Director

Phone: 928-432-4200

Email: [jbrimhall@saffordaz.gov](mailto:jbrimhall@saffordaz.gov)

Electrical District Number 3 Pinal County, Arizona / Ak-Chin Energy Services

Brian Yerges

General Manager

Phone: 520-424-0420

Email: [brian.yerges@ed-3.org](mailto:brian.yerges@ed-3.org)

Electrical District Number 4 of Pinal County, Arizona

Ron McEachern

General Manager

Phone: 520-466-7336

Email: [ron@caidd.com](mailto:ron@caidd.com)

Gila River Indian Community Utility Authority

Ken Stock

General Manager

Phone: 520-796-0600

Email: [kstock@gricua.com](mailto:kstock@gricua.com)

Town of Thatcher, Arizona

Heath Brown

Town Manager and General Manager

Phone: 928-428-2290

Email: [hbrown@thatcher.az.gov](mailto:hbrown@thatcher.az.gov)

**Exhibit C**  
**Form of Participation Agreement**

**THIS PARTICIPATION AGREEMENT FOR THE SPPA PROJECT CONTRACT NO. 2023-1 FOR THE AEPCO MSA PROJECT** (the “Participation Agreement”) is entered into as of the 18<sup>th</sup> day of December, 2023, (“Participant Effective Date”) by and between Town of Thatcher (the “Participant”) and the Southwest Public Power Agency, Inc. (“SPPA”).

The Participant [is] [is not] a member of SPPA and is or will be a participant of the Pool Agreement and wishes to participate in the AEPCO MSA Project. Accordingly, by the execution and delivery of this Participation Agreement, the Participant acknowledges and agrees to become a “Participant” under the SPPA Project Contract No. 2023-1 (the “Project Agreement”), dated as of \_\_\_\_\_, 202\_\_\_\_, by and among SPPA and the other Project Members Participants and under the Resale Agreement (“Resale Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_, by and among SPPA and the “Participants” that are or have become party thereto. SPPA and, if in existence, the Project Management Committee have approved the participation of the Participant (and authorized SPPA’s execution of this Participation Agreement) pursuant to Article 9 of the Project Agreement. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Resale Agreement and the Project Agreement.

The Participant hereby acknowledges, agrees and confirms that, by its execution of this Participation Agreement, as of the date hereof, it shall (without limitation): (i) be deemed to be a signatory to the Project Agreement and the Resale Agreement; (ii) be deemed to have made the representations and warranties set forth in Article 18 of the Project Agreement to SPPA and each other Participant a party thereto [and Article \_\_\_ of the Resale Agreement to SPPA and each other Participant a party thereto] on and as of the Participation Effective Date; (iii) agree that the representations made with respect to the Project Agreement [and the Resale Agreement] shall be deemed to include this Participation Agreement, (iv) agree to be bound by the terms of the Project Agreement and the Resale Agreement; (v) agree that each other Participant (under the Project Agreement), each Participant (under the Resale Agreement) and Seller is a third-party beneficiary of this Participation Agreement and the Resale Agreement; and (vi) have all of the rights, remedies, powers, privileges and obligations of a Participant under the Project Agreement and of a Participant under the Resale Agreement from and after the date of this Participation Agreement.

The Participant hereby specifies that its address for notices under Exhibit B of the Project Agreement and Exhibit \_\_\_ of the Resale Agreement shall be as follows:

***Town of Thatcher***  
***3700 W. Main Street***  
***Thatcher, AZ 85552***  
Attention: Heath Brown

The following items are attached hereto:

1. An amended Exhibit A of the Project Agreement and an amended Schedule 4.1 of the Resale Agreement, to be effective as of the Participant Effective Date.
2. If the Participant is a tribal entity: A copy of the Participant's waiver of sovereign immunity, which shall be deemed to be included as an Exhibit to the Resale Agreement and Exhibit of the Project Agreement.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to sign this Participation Agreement on the date first set forth above.

**[PARTICIPANT]**

By \_\_\_\_\_

Name: Heath Brown

Title: Town Manager

**Southwest Public Power Agency, Inc.**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit D**  
**Waiver(s) of Tribal Immunity**



Project Title: **Thatcher Recreation Complex Soccer Field Lights**  
 Date: **10/25/2023**

**BID TAB**

QUANTITY	BID ITEM DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	Arizona Lighting Pro Sports Poles Lighting Package, poles, Pro Arm 7 Remote, Remote Driver Rack, Drop Cable, Prodiode III LED Fixtures, Wir-RME-L, Contactor Cabinet, Freight, Controls Project Assistance, Complete.	LS	\$357,000.00	\$357,000.00
6	20 Amp, 120V, GFI Receptacle In Weatherproof Cover	EA	\$1,420.00	\$8,520.00
330	3-#4, #4 GND	LF	\$19.90	\$6,567.00
1280	2-#10, #10 GND	LF	\$8.00	\$10,240.00
1,360	2-#2, #2 GND	LF	\$21.00	\$28,560.00
2	Push Button Lighting Controller with Time Out Function, Complete.	EA	\$10,650.00	\$21,300.00
245	3-#6, #6 GND	LF	\$17.00	\$4,165.00
55	3-#8, 2-#12, #8 GND	LF	\$23.00	\$1,265.00
226	3-#4, 2-#12, #4 GND	LF	\$32.00	\$7,232.00
4	2 Pole 30 Amp 240V Circuit Breaker (Match Existing in Type and Bracing) PNL WB	EA	\$2,130.00	\$8,520.00
2	1 Pole 20 Amp 120V Circuit Breaker (Match Existing in Type and Bracing) PNL WB	EA	\$2,050.00	\$4,100.00
4	2 Pole 30 Amp 240V Circuit Breaker (Match Existing in Type and Bracing) PNL EB	EA	\$2,130.00	\$8,520.00
1	1 Pole 20 Amp 120V Circuit Breaker (Match Existing in Type and Bracing) PNL EB	EA	\$2,050.00	\$2,050.00
6	Drilling of Holes and Installation of Light Poles Complete by Contractor	EA	\$42,575.00	\$255,450.00
			Total	\$723,489.00



**United Way of Graham  
and Greenlee Counties**

November 17, 2023

Rebecca Thatcher  
Town of Thatcher Police Department  
3700 W Main Street  
Thatcher, AZ 85552

Dear Rebecca,

On behalf of the United Way of Graham and Greenlee Counties, we are pleased to award a check in the amount of \$140,193.00 payable to the Town of Thatcher Police Department. Grant funds are to be used to implement your incineration project as articulated in your grant application. This program will not be eligible for additional funding from the United Way of Graham and Greenlee Counties until November 2024. Please be advised that the payment will arrive in a separate mailing and will be valid for 90 days.

It is important to note that United Way of Graham and Greenlee Counties has partnered with True Impact, a social measurement platform. Your organization must complete a Social Impact Forecast using True Impact's online system during the course of the approved grant. True Impact will be in touch with you within one month of grant approval to officially invite you to this process and provide guidance. Applicants with approved grants must participate in True Impact's online reporting process over the course of the grant.

The United Way of Graham and Greenlee Counties thanks the Freeport-McMoRan Foundation, Freeport employees, and our other sponsors whose generous gifts make our grants possible. We are the stewards of those contributions and, without their help, we would not be able to meet our mission. We strive to serve the communities and organizations of Graham and Greenlee Counties advancing the common good by focusing on quality of life, health, and education, the building blocks of a good life. By bringing together the hearts, hands, and minds of our communities, we are determined to make it the best place it can be for our children and families. We thank you for being a part of it.

It is the expectation that you acknowledge United Way of Graham and Greenlee Counties in at least one publication or social media platform. Please share what you are publishing with us so we can include it in publications and on our social media platforms, as well. If funding is provided for any type of permanent structure - we ask that you include a permanent acknowledgement of the support you received from United Way of Graham and Greenlee Counties somewhere on the structure. Be sure to follow us on Facebook and Instagram. We value our partnership and wish you continued success!

Best Regards,

*Amanda Patterson*

Amanda Patterson

Grant Manager

United Way of Graham and Greenlee Counties

